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Dec 21, 1999

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**DECLARATION OF RIGHTS, RESTRICTIONS,  
AFFIRMATIVE OBLIGATIONS AND CONDITIONS  
APPLICABLE TO CALHOUN CROSSING - PHASE ONE**

RECORDED  
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RMC  
SPARTANBURG, S.C.

WHEREAS RMC CONSTRUCTION ACCOUNT INC., a South Carolina Corporation ("Declarant"), is the owner of certain land located in Spartanburg, South Carolina, on which it plans to develop 20 Townhouses known as CALHOUN CROSSING - PHASE ONE; and

WHEREAS, Declarant wishes to declare certain restrictive covenants affecting said land.

NOW, THEREFORE, the Declarant hereby declares that the covenants contained herein shall be covenants running with the land and shall apply to the lands described in Exhibit "A" attached hereto and such additional lands owned by Declarant as may be placed from time to time under the coverage hereof by the Declarant by incorporating this Declaration by specific reference. The Declarant reserves in each instance the right to add additional restrictive covenants with respect to land owned by it and covered hereby and to limit the application of this Declaration to lands owned by it and subjected hereto in the future.

**ARTICLE I  
DEFINITIONS**

The following words and terms when used in this Declaration or in any amendment hereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

A. "Association" shall mean and refer to CALHOUN CROSSING HOMEOWNERS ASSOCIATION, INC. a South Carolina nonprofit corporation, its successors and assigns.

B. "Common Property" shall mean and refer to certain property which is deeded to the Association for the use and benefit of its members and any personal property acquired by the Association. All Common Property is to be devoted to and intended for the common use and enjoyment of the Owners, Residents and their guests.

C. "Declarant" shall mean and refer to RMC CONSTRUCTION ACCOUNT INC., its successors and assigns.

D. "Declaration" shall mean and refer to this declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to CALHOUN CROSSING - PHASE ONE.

E. "Declaration of Covenants, Etc." shall mean and refer to the Declaration of Covenants and Restrictions providing for CALHOUN CROSSING - PHASE ONE, filed of even date herewith.

NOTWITHSTANDING THE ESTABLISHMENT OF TOWNHOUSES OF CALHOUN CROSSING - PHASE ONE AND THE SUBMISSION OF THE PROPERTY TO THE TERMS AND CONDITIONS OF THIS DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS AND CONDITIONS, CALHOUN CROSSING - PHASE ONE IS NOT A CONDOMINIUM AS DEFINED IN THE HORIZONTAL PROPERTY ACT, CODE OF LAWS OF SOUTH CAROLINA, 1976 SECTION 27-31-10, ET SEQ.

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F. "Lot" shall mean and refer to those portions of the Property upon which Declarant has constructed a Townhouse for sale, use and occupancy as a single-family residential dwelling in conformity with the terms of this Declaration and the Declaration of Covenants, Etc. as will be shown, with respect to the land described on Exhibit A, on a plat which will be filed of record by Declarant prior to the conveyance of the first Townhouse to the purchaser thereof, and, with regard to the Additional Property, on plats which will be filed of record by Declarant at the appropriate time.

G. "Owner" shall mean and refer to the Owner (including the Declarant) as shown by the real estate records in the Office of the R.M.C. for Spartanburg County, South Carolina, whether it be one or more persons, firms, associations, corporations or other legal entities, of fee simple title to any Lot and Townhouse located within CALHOUN CROSSING - PHASE ONE but, notwithstanding any applicable theory of a mortgage or deed to secure debt, shall not mean or refer to the mortgagee or holder of a deed to secure debt, its successors assigns, unless and until such mortgagee or holder of a deed to secure debt has acquired title pursuant to foreclosure or by a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner. In the event that there is recorded in the R.M.C. for Spartanburg County, South Carolina, a long-term contract of sale covering any Lot, the Owner of such Lot shall be deemed to be the purchaser under said contract and not the fee simple title holder. A long-term contract of sale shall be one in which the purchaser is required to make payments for a Lot for a period extending beyond nine (9) months from the date of contract, and in which the purchaser does not receive title to the property until such payments are made although the purchaser is given the use of said property.

H. "CALHOUN CROSSING - PHASE ONE" shall mean and refer to the Lots in Spartanburg County, South Carolina, on the Property and the Common property.

I. "Property," unless the context shall otherwise require, shall mean and refer to that tract or parcel of land described on Exhibit A, together with all improvements thereon.

J. "Townhouse" or "Family Dwelling Unit" shall mean a single family dwelling unit constructed on any Lot.

**ARTICLE II**  
**COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS**  
**APPLICABLE TO ALL LOTS IN CALHOUN CROSSING - PHASE ONE**

A. Purpose. The primary purpose of this Declaration and the foremost consideration in the origin of same has been the creation of a fee simple townhouse development which is esthetically pleasing and functionally convenient.

B. Residential Use. Each lot and the Townhouse constructed thereon shall be used for residential purposes exclusively. No business or commercial activity of any nature shall be maintained in any Townhouse, including by way of illustration and not by way of limitation, telephone answering services, manufacturer's representatives, interior decorating services and such other activities as do not directly constitute or necessitate the transfer of goods or merchandise from, in or about a Townhouse which it owns as a model unit or as a sales office.

C. Permitted Structures. No structure shall be erected, placed or permitted to remain on any Lot other than the following:

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1. One single-family Townhouse to be used as a dwelling.
2. Landscaping structures of the type compatible with the Townhouses built in CALHOUN CROSSING - PHASE ONE including, but not limited to, garden walls, walks, fences, driveways and parking areas.
3. Carports or garages shall be allowed on certain Lots as designated by Declarant or Association.
4. Sunroom or awning shall be permitted if compatible with the building exterior and approval is obtained from the Declarant or Association.

D. Architectural Approvals.

1. Alterations to Townhouses: No Owner shall make modifications alterations to such Owner's Townhouse which affect the external appearance, structural integrity or soundness of the improvement located on the Property without previously obtaining the written approval of the Association. No screened enclosures of outside balconies, ground terraces or patios shall be permitted without the written approval of the Association, except that sunrooms or an awning shall be permitted, if compatible with the building exterior and written approval is obtained from the declarant or the association. Changes to the interior of a Townhouse which do not affect the structural integrity or soundness of the improvements located on the Property may be made without the approval of the Association.
2. Landscaping Alterations: No owner shall make alterations, modifications or changes to the landscaping including, but not limited to, the removing, planting or placing of trees, shrubbery, bushes, grass or ground cover, or the construction or removal of walls, fences, fountains, pools, ponds, streams, gardens, decks, or patios without previously obtaining the written consent of the Association; provided, however, if trees or shrubbery located on such portion of a Lot should die, the Association shall be responsible for its removal (unless the Owner shall have insurance proceeds available for such removal, in which the event the Owner shall be responsible for its removal), but the Owner shall, at his expense, replace dead trees or shrubbery with reasonably similar trees or shrubbery; provided, however, that any such replacements may be of a lesser age.
3. Procedure for Seeking Consent of Association: In order to seek the consent of the Association required hereunder, an Owner shall submit to the President of the Association a written request for consent describing the modification, alteration, or change which the Owner desires to make. Such request shall be accompanied by full complete plans and specifications, a site plan, a work schedule and list of those who will be performing the work for the alteration, modification or change which the Owner desires to make. The Association shall, in writing, grant or deny a request for its consent within thirty (30) days after receiving a written request from an Owner. If the consent requested is not granted or denied in writing within said thirty (30) days period then the Association shall be deemed to have given its written consent as requested by the Owner.
4. Discretion of Association In Granting Consent: The Association may base its decision to grant or deny its consent hereunder upon any grounds including purely esthetic

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considerations, which, in the sole and uncontrolled discretion of the Association, seems sufficient.

E. Antennas, Air Conditioning Units and Other Objects Located Outside of Townhouse. No Owner shall install or permit to be installed television or radio antenna, window or roof-top air conditioning units or similar machines or objects outside of the Owner's Townhouse which protrude through the walls or roof of a Townhouse.

1. The provisions of this paragraph shall not prohibit the Declarant from installing or having installed equipment necessary for a master antenna system or Community Antenna Television (C.A.T.V.) or other similar systems within CALHOUN CROSSING - PHASE ONE; and
2. The small (18") dish television antenna may be mounted in the rear yard area of an owner's Townhome without the consent of the Association.

F. No Signs. Except for the rights given Declarant under the Declaration of Covenants, Etc., no signs, advertisements, or notices shall be erected, exhibited, maintained, inscribed, painted or affixed on any portion of a Lot or on any Townhouse by anyone including, but not limited to, an Owner, a Realtor, a contractor, or sub-contractor, except with the prior written consent of the Association or except as may be required by legal proceedings. If such consent is granted, the Association shall have the right to restrict the size, color and content of such signs. Residential property identification, rental signs and like signs not exceeding a combined total of more than one (1) square foot maybe exhibited and maintained without the written consent of the Association. Likewise, one sign of not more than five (5) square feet advertising a Lot for sale may be exhibited or maintained during a period for which it is for sale without the consent of the Association.

G. No Burning. No outside burning of wood, leaves, trash, garbage or other refuse shall be permitted on any Lot.

H. Pets. Except as in this section permitted, no animals, livestock or poultry of any kind shall be kept, raised or bred on any Lot; provided, however, that an owner may be permitted to keep no more than two (2) normal household pets (i.e., dogs or cats) on his Lot. In the event that pets are kept on a Lot, such pets shall not be kept, maintained or bred for any commercial purposes and must be secured by a leash or lead at any time they are permitted outside a Townhouse. In no event shall an Owner maintain on a Lot any pet which causes distress to other Owners by barking, howling, whining, biting, scratching or damaging property.

I. No Outbuildings or Temporary Structures. No mobile home, tent, barn, shed, pet pen, pet house, or other similar outbuilding or structure shall be placed on any Lot at any time, either temporarily or permanently, except as permitted in paragraph C herein. No structure of a temporary character shall be placed upon any Lot at any time.

J. Parking of Vehicles. No vehicle of any type (including, but not limited to, boats, trailer, trucks, buses, motor homes, recreational vehicles, motor scooters, go carts, motor bikes and campers) other than conventional automobiles and pick-up trucks shall be parked or maintained on any Lot except as the Association shall permit in an area specially designated for such purpose. None of the aforesaid vehicles shall be used as a living area while located on the Property no shall any of the aforesaid vehicles be repaired or serviced on any portion of the Property. Each Lot shall contain two (2) parking spaces.

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K. Activities Causing Disorderly Conditions. The pursuit of hobbies or other activities which might lead to disorderly, unsightly or unkempt conditions shall not be pursued or undertaken on any Lot.

L. Disturbing Others. Each Owner shall be responsible for and shall regulate the occupancy and use of such Owner's Lot and Townhouse so as to not unreasonably disturb other residents of CALHOUN CROSSING - PHASE ONE or to interfere unreasonably with the peace and enjoyment of the other Lots and Townhouses by the Owners thereof. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done on a Lot which create any annoyance or nuisance to the Owners or residents within CALHOUN CROSSING - PHASE ONE. No Owner shall allow any disturbing noises on such Owner's Lot nor interfere with the rights, comforts or conveniences of other Owners. No Owner shall permit any musical instrument to be played or any phonograph, television, radio or other sound-making equipment to be operated on such Owner's Lot at a volume which disturbs or annoys other residents of CALHOUN CROSSING - PHASE ONE.

M. Rubbish and Trash. No portion of a Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, garbage or other waste shall be stored only temporarily awaiting pickup and must be kept in adequate sanitary containers. All equipment for the storage or disposal of trash, garbage or other waste shall be kept in a clean and sanitary condition.

N. Interior Window Coverings. All interior window coverings as viewed from the exterior shall be white or off-white in color.

O. Mailboxes. Mailboxes shall be erected by the Declarant of a particular color, design, style and location and are not to be changed without the consent of the Association.

#### ARTICLE III INSURANCE AND RECONSTRUCTION

A. Owner must Provide Insurance of Townhouse. Each Owner shall, at his own expense, insure his Townhouse at not less than the current maximum insurable replacement value thereof. Such coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsements and such other risks as from time to time customarily shall be covered with respect to buildings similar in construction location and use, including, but not limited to, vandalism, malicious mischief, windstorm and water damage.

B. Reconstruction or Repair of Damaged Townhouses. If any Townhouse shall be damaged by casualty, the Owner of such Townhouse shall promptly reconstruct or repair it so as to restore such Townhouse as nearly as possible to its condition prior to suffering the damage. All such reconstruction and repair work shall be done in accordance with plans and specifications therefor, approved by the Association. Encroachments upon or in favor of Townhouses or Lots, which may be necessary for or created as a result of such reconstruction or repair, shall not constitute a claim or basis of a proceeding or action by the Owner on whose Townhouse or Lot such encroachment exists, provided that such reconstruction or repair is done substantially in accordance with the plans and specifications approved by the Association or as the building was originally constructed. A number of Townhouses constructed on Lots appear from the exterior to have a common party wall with the Townhouse or Townhouses constructed on contiguous Lots. However, all Townhouses have been constructed with separate exterior stud walls where there appears to be a party wall. The boundary line between these Lots runs along the air space between any such Townhouses. This air space has been concealed on the exterior by covering

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it with fascia boards which are common to both Townhouses. The exterior of the two walls on either side of this small air space are unfinished so that if one of the Townhouses is destroyed and not rebuilt, an unsightly condition will exist. Therefore, if a structure is destroyed in whole or part, the Owner shall be responsible for the cost of finishing the exterior of those walls on contiguous Townhouses which are unfinished and which are exposed to view as the result of such destruction. The finish placed on these exterior walls shall be subject to the approval of the Declarant and shall be compatible with the finish of the other visible exterior walls of the structure. In addition, the Owner of the damaged or destroyed structure shall be responsible for the cost of immediately weatherproofing the exposed unfinished walls of contiguous Townhouses if that is necessary.

C. Decision Not To Reconstruct. An Owner shall not be required to reconstruct a damaged Townhouse only if 60% or more of the Townhouses in CALHOUN CROSSING - PHASE ONE are rendered uninhabitable by such damage.

**ARTICLE IV**  
**ADDITIONAL RESTRICTIONS TO IMPLEMENT**  
**EFFECTIVE ENVIRONMENTAL CONTROLS**  
**APPLICABLE TO ALL LOTS IN CALHOUN CROSSING - PHASE ONE**

In order to protect the natural beauty of the vegetation, topography, and other natural features of the Property, the following environmental controls are hereby established:

A. Topographic and vegetation characteristics of the Property shall not be altered by removal, reduction, cutting, excavation or any other means without the prior written approval of the Declarant. Written approval will be granted hereunder only after a plan designed to prevent erosion, or other unsightly or destructive processes from occurring has been submitted to and accepted by the Declarant. Written approval will be granted for the minimum amount of each movement and vegetation reduction required in plans and specifications approved pursuant to the provisions of Paragraph D of Article II of this Declaration.

B. No trees, shrubs, ground cover, or other vegetation may be removed from any Lot without written approval of the Declarant. Approval for this removal of trees located within ten (10) feet of a Townhouse will be granted unless such removal will substantially decrease the beauty of the Property.

C. In order to implement effective and adequate erosion control and protect the purity and beauty of the Property, the Declarant, its successors and assigns, and its agents shall have the right to enter upon any portion of the Property for the purpose of performing any grading work or constructing and maintaining erosion prevention devices. Such entries shall, however, be made only after construction of improvements has commenced on such Property or the soil thereof has been graded. Provided, however, that prior to exercising its right to enter upon the Property for the purpose of performing any grading work or constructing or maintaining erosion prevention devices, the Declarant, its successors and assigns, shall give the Owner of that portion of the Property the opportunity to take any corrective action required by giving said Owner notice indicating what type of corrective action must be taken by the Owner. If said Owner fails to take the specified corrective action immediately, the Declarant shall then exercise its right to enter upon that portion of the Property in order to take the necessary corrective action. The cost of such erosion prevention measures when performed by the Declarant shall be kept as low as reasonably possible. The cost of such work, when performed by the Declarant, its successors or assigns, shall be paid by said Owner of that portion of the property on which

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the work is performed. The provisions of this paragraph shall not be construed as an obligation on the part of the Declarant to perform grading work or to construct or maintain erosion prevention devices.

D. In order to implement effective insect, reptile, wildlife and woods fire control, the Declarant and its agents have the right to enter upon any portion of the Property on which no landscaping plan has been implemented, for the purpose of moving, removing, clearing, cutting or pruning underbrush or weeds of other growth which in the opinion of the Declarant detracts from the overall beauty of or safety for CALHOUN CROSSING - PHASE ONE. The cost of this vegetation control shall be kept as low as reasonably possible and shall be paid by the Owner of the Property on which the work is performed. The Declarant and its agents may likewise enter upon such Property to remove any trash which is collected. Such entry shall not be made until thirty (30) days after the Owner of the property has been notified in writing of the need of such work, and unless such Owner fails to perform the work within said thirty (30) day period. The provisions in this paragraph shall not be construed as an obligation on the part of the Declarant to mow, clear, cut or prune any Property, to provide garbage or trash removal, services, or to provide water pollution control on any privately-owned Lot.

E. In addition, the Declarant reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under any portion of the Property to dispense pesticides and take other action which in the opinion of the Declarant is necessary or desirable to control insects and vermin.

#### ARTICLE V ADDITIONAL PROVISIONS

A. Easement for Encroachment. If any portion of a Townhouse now encroaches upon any other Townhouse or Lot as a result of the construction of the building, or if any such encroachment shall occur hereafter as a result of settling or shifting of the buildings, there shall exist a valid easement for these encroachments and for the maintenance of same so long as the buildings stand.

B. Term. All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all grantees of the Declarant and persons claiming under them, specifically including, but not limited to, their successors and assigns, if any, for a period of twenty (20) years from the filing date of this Declaration, after which time all of said covenants shall be automatically renewed and extended for successive then (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited and this Declaration shall be automatically renewed or extension of the term of this Declaration if, prior to the expiration of the initial twenty (20) year period, or prior to the expiration of any subsequent ten (10) year renewal period, an instrument signed by the Owners of a majority of the Lots has been recorded agreeing to terminate this Declaration upon the expiration of the initial twenty (20) year term or the then current ten (10) year renewal period.

✓ C. Enforcement of Covenants. In the event of a violation or breach of any of the restrictions contained herein by any Owner or agent of such Owner, the Owners of Lots in CALHOUN CROSSING - PHASE ONE, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof and to prevent the violation or breach of any such covenant. In addition to the foregoing, Declarant or the Association shall have the right, whenever there shall have been built or put in place on any Lot in CALHOUN CROSSING - PHASE ONE, any structure or landscaping in violation of these restrictions, to enter upon such Lot where such violation exists and summarily abate or remove the same at the expense of the Owner if, after thirty (30) days written notice of such violation, it shall not have been corrected by the Owner. Any such entry and abatement or

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removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or conditions contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of a bar to such right to enforce.

D. Liability of Association. The Association shall not be liable to an Owner or to any other person or account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person arising out of, or in any way relating to, the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Association, whether given, granted or withheld.

E. Severability. Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable for any reason by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof, which are hereby declared to be severable and which shall remain in full force and effect.

F. Reservation of Easement. The Declarant hereby reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric services, community antenna television, and telephone poles, wires, cables, conduits, drainage ways, sewers, water mains, sprinkler systems, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, storm drainage or other public conveniences or utilities on, in or over those portions of such Property as may be reasonably required for utility purposes. These easements and rights expressly include the right to cut any trees, bushes and shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Declarant further reserves the right to locate wells, pumping stations, siltation basins, retention and detention ponds, and tanks within CALHOUN CROSSING - PHASE ONE in any open space or on any portion of the Property designated for such use on the application plat of said Property, or to relocate same upon any portion of the property. Such rights may be exercised by a licensee of the Declarant, but this reservation shall not be considered an obligation of the Declarant to provide or maintain any such utility or service.

Following the installation of any utility apparatus or other improvements on any portion of the Property pursuant to the provisions of this paragraph, the Declarant shall restore such portions of the Property as nearly as is reasonably possible to its condition immediately prior to such installation.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed  
this 22 day of December, 1999.

Signed, sealed and delivered  
in the presence of:

RMC CONSTRUCTION ACCOUNT INC.

Rene Halliday  
Witness  
Patricia M. Zimmer

BY: L. Rowe Moody  
L. Rowe Moody, President



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Dec 21, 1999

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THIS DOCUMENT  
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FOR IMAGING

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

Personally appeared before me ~~Rene Halliday~~ Patricia M. Johnson and made oath that  
S he/she the within named Rene Halliday Sign, Seal and  
as Rene Halliday Act and Deed; deliver the within written Declaration; and  
that Rene Halliday he/she with Rene Halliday witnessed the  
execution thereof.

Sworn to before me this 2nd  
day of December, 1999.

Patricia M. Johnson (L.S.)  
Notary Public for South Carolina  
My Commission Expires: 8-24-2001 1999

Patricia M. Johnson

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EXHIBIT A

All those lots or parcels of land located on the northside of Fernwood Glendale Road, Spartanburg, SC, being known and designated as lots 1 through 14 and 25 through 30 as shown on a plat prepared for RMC Construction Account Inc., by Ayercorp, dated December 8, 1999 and recorded in plat book 146, page 589

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Dec 21, 1999

DECLARATION OF COVENANTS AND RESTRICTIONS  
PROVIDING FOR CALHOUN CROSSING - PHASE ONE

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RMC  
SPARTANBURG, SC

THIS DECLARATION, made this 22 day of December, 1999, by RMC CONSTRUCTION ACCOUNT INC., a South Carolina Corporation ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article II of this Declaration and intends to develop thereon 20 Townhouses to be known as "CALHOUN CROSSING - PHASE ONE";

WHEREAS, Declarant desires to provide for (i) the ownership and maintenance of certain common areas of CALHOUN CROSSING - PHASE ONE, (ii) the preservation of values, (iii) the rendering of community services and (iv) a vehicle for the administration and enforcement of covenants and restrictions; and

WHEREAS, Declarant has caused or will cause to be incorporated under the laws of the State of South Carolina a nonprofit corporation, CALHOUN CROSSING HOMEOWNERS ASSOCIATION, INC. for the purpose of exercising the functions aforesaid and which are hereinafter more full set forth;

NOW, THEREFORE, Declarant declares that the real property described on Exhibit A, attached hereto and made a part hereof by this reference, be subjected to this Declaration, is, and shall be, held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens (hereinafter set forth some-times referred to as the "Covenants") hereinafter set forth.

ARTICLE I  
DEFINITIONS

The following words and terms when used in this Declaration or any supplemental declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

(a) "Association" shall mean and refer to CALHOUN CROSSING HOMEOWNERS ASSOCIATION, INC., a South Carolina nonprofit corporation, its successors and assigns.

(b) "Common Properties" shall mean and refer to those tracts of land with any improvements thereon which are deeded to the Association for the use and benefit of its Members. The term "Common Properties" shall also include any personal property acquired by the Association if said property is designated a "Common Property." All Common Properties are to be devoted to and intended for the common use and enjoyment of the Owners, Residents and their guests (to the extent permitted by the Board of Directors of the Association) subject to the fee schedules and operating rules adopted by the Association,

NOTWITHSTANDING THE ESTABLISHMENT OF TOWNHOUSES OF CALHOUN CROSSING - PHASE ONE AND THE SUBMISSION OF THE PROPERTY TO THE TERMS AND CONDITIONS OF THIS DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS AND CONDITIONS, CALHOUN CROSSING - PHASE ONE IS NOT A CONDOMINIUM AS DEFINED IN

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THE HORIZONTAL PROPERTY ACT, CODE OF LAWS OF SOUTH CAROLINA, 1976 SECTION 27-31-10, ET SEQ.

provided, however, that any lands which are leased by the Association for use as Common Properties shall lose their character as Common Properties upon the expiration of such Lease.

(c) "CALHOUN CROSSING - PHASE ONE" shall mean and refer to the Lots on the Property in Spartanburg County, South Carolina, described in Exhibit A hereof and the Common Properties.

(d) "Declarant" shall mean RMC CONSTRUCTION ACCOUNT INC., its successors and assigns.

(e) "Declaration" shall mean and refer to this Declaration of Covenants and Restrictions providing for CALHOUN CROSSING - PHASE ONE.

(f) "Declaration of Rights, Restriction, Etc." shall mean and refer to the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to CALHOUN CROSSING - PHASE ONE which has been filed for record of even date herewith.

(g) "Lot" shall mean and refer to those portions of the Property upon which Declarant has constructed a Townhouse for sale, use, and occupancy as a single-family residential dwelling in conformity with the terms of this Declarant as such Lots will be shown, with respect to the land on Exhibit A, on a plat which will be filed of record by Declarant prior to the conveyance of the first Townhouse to the purchaser thereof, and with regard to Lots on the Additional Property, on plats which will be filed of record by Declarant at the appropriate time.

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

(i) "Owner" shall mean and refer to the Owner (including Declarant) as shown by the real estate records in the Office of the R.M.C. for Spartanburg County, South Carolina, whether it be one or more persons, firms, associations, corporations or other legal entities, of fee simple title to any Lot and Townhouse located within CALHOUN CROSSING - PHASE ONE but, notwithstanding any applicable theory of a mortgage or deed to secure debt, shall not mean or refer to the mortgagee or holder of a deed to secure debt, its successors or assigns, unless and until such mortgagee or holder of a deed to secure debt has acquired title pursuant to foreclosure or by a proceeding or deed in lieu of foreclosure; not shall the term "Owner" mean or refer to any lessee or tenant of an Owner. In the event that there is recorded in the Office of the R.M.C. for Spartanburg County, South Carolina, a long-term contract of sale covering any Lot, the Owner of such Lot shall be deemed to be the purchaser under said contract and not the fee simple title holder. A long-term contract of sale shall be one in which (i) the purchaser is required to make payments for the Lot for a period extending beyond nine (9) months from the date of the contract, (ii) the purchaser does not receive title to the property until such payments are made and (iii) the purchaser is given the use of said property.

(j) "Property", unless the context shall otherwise require, shall mean and refer to that tract or parcel of land described on Exhibit A, together with all improvements thereon.

(k) "Resident" shall mean and refer to each Owner and Tenants of a Lot and Townhouse together with the members of his family living in such Townhouse.

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(l) "Tenant" shall mean and refer to the Lessee under a written agreement for the rent and hire of a Lot and Townhouse in CALHOUN CROSSING - PHASE ONE.

(m) "Townhouse" or "Family Dwelling Unit" shall mean and refer to the improvements constructed on each Lot.

**ARTICLE II**  
**PLAN OF DEVELOPMENT**

1. Plan of Development of Property.

The Property shall contain 20 Lots and the Declarant shall construct 20 Townhouses on such Lots. The Property shall also include paved parking areas, drives, roads, utility systems, and other improvements or easements serving the Lots. A plat of the general area and location of the Townhouses and other improvements on the Property and the dimensions of the Lots on Exhibit A will be filed of record prior to the conveyance of the first Townhouse to the purchaser thereof. The Lots shall be restricted exclusively to single-family residential use in accordance with the provisions of this Declaration. Declarant shall have the right, but not the obligation, for so long as Declarant owns any Lot primarily for the purpose of sale, to make improvements and changes to all Common Areas and to all Lots owned by Declarant, including, without limitation, (i) addition to and realignment of parking spaces, (ii) installation of any utility systems and facilities, (iii) installation of security and refuse facilities, and (iv) work related to the exteriors and roofs of Townhouses.

**ARTICLE III**  
**MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

1. Membership

Every person who is the record Owner of a fee or undivided fee interest in any Lot that is subject to this Declaration shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot, and ownership of a Lot shall be the sole qualification for such membership. The foregoing is not intended to include mortgagees or any other persons who hold an interest merely as security interest shall not terminate or otherwise affect an Owner's membership in the Association. Notwithstanding any of the foregoing to the contrary, no Owner, regardless of whether title to a Lot is vested in more than one Owner, shall have more than one membership or one vote per Lot.

2. Voting Rights.

Each Lot shall be entitled to one vote to be cast by the Owner thereof. When any Lot is owned by two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership, or any other manner of joint or common ownership, or, if two or more persons or entities have the same fiduciary relationship respecting the same property, or, if property is owned by a corporation, then such Owners shall file with the Secretary of the Association an instrument in writing signed by all such Owners designating one Owner (or in the case of a corporation, one of its officers) to cast the vote which is attributable to such Lot. The principles of this section shall apply, insofar as possible, to execution of proxies, waivers, consents, or objections and for the purpose of ascertaining the presence of a quorum.

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3. Governing Body.

The Association shall be governed by a Board of Directors consisting of three (3) Members. Subject to the provisions of Article III, Section 6, the election of the Board of Directors shall be by the Members as provided in the By-Laws.

4. A Quorum Required for Any Action Authorized at Regular or Special Meetings of the Association.

The quorum required for any action which is subject to a vote of the Members at a meeting of the Association shall be as follows:

The first time a meeting of the Members of the Association is called to vote on a particular action proposed to be taken by the Association, the presence at the meeting of Members or proxies entitled to cast fifty percent (50%) of the total vote of the membership shall constitute a quorum. In the event that required quorum is not present at any such meeting, a second meeting may be called, subject to the giving of proper notice, and the presence of twenty-five percent (25%) of the total vote of the membership shall constitute a quorum for such second meeting. Any such second meeting must be held within sixty (60) days of the first meeting when the required quorum was not present. Unless otherwise provided, any reference hereafter to "votes cast at a duly called meeting" shall be construed to be subject to the quorum requirements for such "duly called meeting" which may be established by the By-Laws of the Association. For the purpose of this section, "proper notice" shall be deemed to be given to each Member not less than ten (10) days nor more than thirty (30) days prior to the date of the meeting at which any proposed action is to be considered.

5. Proxies.

All members of the Association may vote and transact business at any meeting of the Association by proxy authorized in writing.

6. Control by Declarant.

NOTWITHSTANDING ANY OTHER LANGUAGE OR PROVISION TO THE CONTRARY IN THIS DECLARATION, IN THE ARTICLES OF INCORPORATION, OR IN THE BY-LAWS OF THE ASSOCIATION, Declarant hereby retains the right to appoint and remove any Member or Members of the Board of Directors of the Association and any officer or officers of the Association until such time as the first of the following events shall have occurred. (i) the expiration of seven (7) years from the date of the recording of this Declaration; (ii) the sale of the last Townhouse which Declarant elects to build, or (iii) the surrender of such rights by Declarant evidenced by an express amendment hereto recorded in the public records of R.M.C. Office of Spartanburg County, South Carolina. Every grantee of any interest in the Property, by acceptance of a deed or other conveyance of such interest, agrees that Declarant shall have the authority to appoint and remove directors and officers of the Association in accordance with the foregoing. Upon the expiration of the period of Declarant's right to appoint and remove directors and officers of the Association, such right shall automatically pass to the Owners, including Declarant if Declarant then owns one or more Lots, and a special meeting of the Association shall be called at such time. At such special meeting the Owners shall elect a new Board of

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Directors which shall undertake the responsibilities of the Board of Directors, and Declarant shall deliver all books, accounts and records, if any, which Declarant has kept on behalf of the Association and any agreements or contracts executed by or on behalf of the Association during such period and which Declarant has in its possession. Any management contract or any other contract or lease executed by or on behalf of the Association during the period of Declarant's right to control the Association shall be subject to cancellation and termination at any time during the twelve (12) months next immediately following the expiration of such period of Declarant's control by the affirmative vote of the Owners to whom a majority of the votes in the Association appertain, unless the Owners by a like majority shall have expressly ratified and approved the same.

**ARTICLE IV**  
**PROPERTY RIGHTS IN THE COMMON PROPERTIES**

1. Owner's Easements of Enjoyment in Common Properties.

Subject to the provisions of these Covenants, the rules and regulations established from time to time by the Association, and any fees or charges established by the Association, every Owner, resident and tenant shall have an easement of ingress and egress over all paved portions of the Common Properties and of use and enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title of every Lot and Townhouse.

2. Title to Common Properties.

Declarant shall convey to the Association at no cost to the Association, by limited warranty deed, that real property designated as Common Properties on the final, recorded plat of CALHOUN CROSSING - PHASE ONE. Such Conveyance shall be subject to all matters of record. Upon such conveyance, the Association shall immediately become responsible for all maintenance of such Common Property.

3. Extent of Owner's Easement.

The easements of ingress, egress, use and enjoyment created hereby shall be subject to the following:

(a) The right of the Association to suspend the rights and easements of use of any Owner, resident or tenant of any Lot for any period during which the payment of any assessment made by the Association against such Lot remains delinquent, and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Owner's obligation to pay the assessment.

(b) The right of the Association by action of its Board of Directors to dedicate or transfer to any public or private utility, or municipality any part of the Common Properties.

(c) The rights and easements of the Association set forth in Section 4, below.

(d) The rights and easements of the Declarant set forth in Section 5, below.

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(e) The right of the Association to grant easements and to dedicate or transfer fee simple title to all or any part of the Common Properties, including leasehold interests, to any public or private concern for such purposes and subject to such conditions as may be agreed to by the Association provided that no such dedication or transfer of fee simple title shall be effective unless authorized by the affirmative vote of a simple majority of the votes cast at a duly called meeting of the Association and by Declarant so long as Declarant owns any Lot primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof, and unless written notice of the meeting and of the proposed agreement and action thereunder is sent to every Member of the Association at least thirty (30) days prior to such meeting. A true copy of such resolution, together with a certificate of the results of the vote taken thereon, shall be made by the President or Vice President and attested by the Secretary or assistant Secretary of the Association and such certificate together with a certificate, executed by Declarant, if such consent is required, shall be annexed to any instrument of dedication or transfer affecting the Common Properties prior to the recording thereof. Such certificates shall be conclusive evidence of authorization by the membership.

4. Easement for Association.

There shall be a general right and easement for the benefit of the Association, its directors, officers, agents and employees, including, but not limited to, any manager employed by the Association, to enter upon the Property (but not inside a Townhouse) or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner or Occupant of the Lot, Townhouse, garage, or other structure or improvement directly affected thereby. In that connection, the Board of Directors has the power to grant and accept easements upon, over, under, and across all of the Common Areas for ingress, egress, installing, replacing, repairing, and maintaining master television antenna systems, security and similar systems, and all utilities, including, but not limited to, storm sewers and electrical, gas, telephone, water and sewer lines; provided, however, that for so long as Declarant owns any Lot primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development, the Board of Directors must obtain the written consent of Declarant prior to granting and accepting any such easements. In addition, the Board of Directors has the power to grant and accept such easements upon, over, under, and across all of the Common Areas as may be reasonably necessary or desirable for the improvement of any portion of the Property; provided, however, that for so long as Declarant owns any Lot primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development, the Board of Directors must obtain the written consent of Declarant prior to granting and accepting any such easement, it shall be expressly permissible for the providing utility company or other supplier or servicer to erect and maintain upon the Property the necessary poles and other necessary equipment.

5. Easements for Declarant.

(a) Construction. During the period that Declarant owns any Lot primarily for the purpose of sale or owns any interest in any portion of the Additional Property, whether or not a part of the Development, Declarant and its duly authorized representatives, agents, and employees shall have a transferable right and easement on, over, through, under and across the Common Areas for the purpose of constructing townhouses on the Lots and making such other improvements to the Property as are contemplated by this Declaration and to the Additional Property as Declarant, in its sole discretion, desires, including, without limitation, any improvements or changes permitted and described by Article II hereof, and for the purpose of installing, replacing, and maintaining all Townhouses and other



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improvements within the Development, as well as utilities serving the Property or the Additional Property or any portion thereof, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided in no event shall Declarant have the obligation to do any of the foregoing.

(b) Sales Office. Notwithstanding any provisions or restrictions herein on the contrary, Declarant and its duly authorized agents, representatives, and employees shall have an easement for the maintenance of signs, a sales office, a construction office, a business office, and model Townhouses on the Property, together with such other facilities as in the sole opinion of Declarant may be reasonably required, convenient, or incidental to the completion, improvement, and sale of Lots or the Additional Property, for so long as Declarant owns any Lot primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development.

#### ARTICLE V COVENANTS FOR ASSESSMENTS

##### 1. Creation of the Lien and Personal Obligations of Assessments.

Declarant covenants and each Owner of any Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the association: (1) regular annual assessments or charges; and (2) special assessments or charges for the purposes set forth in this Article. Regular annual assessments and special assessments are to be fixed, established and collected from time to time as hereinafter provided. The regular annual assessment and special assessments together with such interest thereon and costs of collection therefor, as hereinafter provided, shall be a charge and continuing lien on the Lot and Townhouse thereon against which each such assessment is made. Each such assessment, together with assessed interest thereon and all costs of collections, as hereinafter provided, shall also be the personal obligation of the Owner of such Lot at the time when the assessment first becomes due and payable. In the case of co-ownership of a Lot, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of Common Properties or abandonment of his Lot and Townhouse.

##### 2. Date of Commencement of Annual Assessments.

The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Areas to the Association by Declarant. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year. Declarant shall pay the annual assessment for all Lots owned by Declarant and containing an occupied Townhouse; provided, however, that Declarant shall not be responsible for assessments on Lots which do not contain an occupied Townhouse.

##### 3. Purpose of Regular Annual Assessment.

The regular annual assessments shall be levied by the Board of Directors of the Association, shall be payable monthly and shall be used exclusively for the improvement, maintenance, repair and enhancement of the Common Properties, and, to provide the required services as set forth in Article VI, Section 2 hereof and to provide so many of the discretionary services set forth in Article VI, Section 3 as the Board of Directors may elect to provide.

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4. Special Assessments.

In addition to the annual regular assessments authorized by Section 3 hereof, the Board of Directors of the Association may levy special assessments against Lots for the following purposes to the extent any regular annual assessment is insufficient:

- (a) Repair or replacement of any paved areas located on the Common Properties.
- (b) Repair, replacement and maintenance of the walls and landscaping on the Common Properties.
- (c) To provide for the necessary facilities and equipment to offer the services authorized herein;
- (d) To repay any loan made to the Association to enable it to perform the duties and functions authorized herein.
- (e) To repair and maintain the exterior surfaces, including roofs, of each Townhouse constructed on a Lot.
- (f) To repair and maintain any fence constructed on a lot.

Before any special assessment is levied by the Association, it must receive the assent of a simple majority of the votes cast at a duly held meeting of the Association. In mailing out the notice of such meeting, the Association shall include in the notice one statement from the Directors favoring the special assessment and one statement from the Directors opposing the special assessment (if any), containing the reasons for those Directors' support and opposition for the assessment. Neither statement shall exceed two (2) pages in length.

In the event any Owner shall fail to fulfill his/hers/its obligations under Article V hereof, and the Association shall fulfill any of such obligations for such Owner, the Association shall be entitled to specially assess such Owner, without the requirement of a vote, for all costs incurred by the Association in performing such service.

5. Reserve Funds.

The Association may establish reserve funds from its regular annual assessments to be held in reserve in an interest-bearing account or investments as a reserve for (a) major rehabilitation, major repairs, or major maintenance; and (b) for emergency and other repairs required as a result of storm, flood, wind, natural disaster or other casualty loss.

6. Certificate of Payment.

The Association shall upon demand at any time furnish to any Owner liable for any regular or special assessment, a certificate in writing signed by an Officer of the Association, setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence against all but the Owner of payment of any assessment therein stated to have been paid.

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7. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association.

If the regular annual assessment or any special assessment is not paid by an Owner on or before its past-due date, then such assessment shall become delinquent, shall bear interest from the past due date until paid at the rate of a lesser of (i) fifteen percent (15%) per annum, or (ii) the highest rate permitted by law, and shall automatically and immediately (together with interest hereon as provided herein and all costs of collection, including attorney' fees) become a charge and continuing lien on the Lot and Townhouse, against which each such delinquent assessment is made, in the hands of the then Owner, his heirs, devisees, personal representatives, Tenant, successors and assigns.

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If the assessment is not paid within thirty (30) days after the past-due date, the Association may, at it election, bring an action to foreclose its lien on the property or bring an action at law against the Owner personally. If a delinquent assessment is put in the hands of an attorney-at-law for collection, there shall be added to the amount of such assessment all costs of collection, including, but not limited to, fifteen percent (15%) of the amount of the delinquent assessment and all interest thereon as reasonable attorney's fees.

8. Subordination of the Lien to Deeds to Secure Debt.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed to secure debt which now or hereafter placed upon any Lot and Townhouse which, except for such lien for assessments, would constitute a first lien on the Lot and Townhouse. Sums collected by foreclosure of such mortgage or deed to secure debt shall be applied first to the indebtedness secured thereby and all costs of collection, and second to past due assessments, interest thereon and costs of collection.

9. Annual Statements.

The president, treasurer or such other officer as may have custody of the funds of the Association shall annually, within ninety (90) days after the close of the fiscal year of the Association, prepare and execute under oath a general itemized statement showing the actual assets and liabilities of the Association at the close of such fiscal year, and a statement of revenues, costs and expenses. It shall be necessary to set out in the statement the name of any creditor of the Association, provided, however, that this requirement shall be construed to apply only to creditors of more than \$250.00. Such officer shall furnish to each Member of the Association who may request in writing, a copy if such statement within thirty (30) days after receipt of such request. Such copy may be furnished to the Member either in person or by mail.

10. Annual Budget.

The Board of Directors shall prepare and make available to all Members, at least sixty (60) days prior to the first day of each fiscal year, a budget outlining anticipated receipts and expenses for the upcoming fiscal year. The financial books of the Association shall be available for inspection by all Members at all reasonable times.

11. Uniform Assessments.

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All assessments made under this Declaration shall be equal among Lots, except for the reduction permitted by Section 2 of Article V in the regular annual assessment for unoccupied Townhouses owned by the Developer.

12. Working Capital Fund.

In order to insure that the Association will have cash necessary to fund the operation of the Association, a reserve and working capital fund will be established. Funding will be supplied by Owners by payment at the closing of every Lot (and each successive closing thereafter) of the sum of \$100.00 which will be for the use and benefit of the Association. Further, the Developer shall pay \$100.00 to the Association at the time the Developer conveys each Lot to the Initial Owner. Amounts paid into the fund are not to be considered to be advance payment of regular assessments.

**ARTICLE VI**  
**FUNCTIONS OF ASSOCIATION**

1. Ownership and Maintenance of Common Properties.

The Association shall be authorized to own and maintain the Common Properties. The Association shall pay any ad valorem taxes on the Common Properties. Each Owner shall be responsible for the payment of all ad valorem taxes on his Lot and Townhouse.

2. Required Services.

The Association shall be required to provide the following services:

(a) Repair, replacement and maintenance of the Common Properties and all improvements located thereon.

(b) Taking any and all actions necessary to enforce all covenants and restrictions affecting CALHOUN CROSSING - PHASE ONE and to perform all of the functions and duties delegated to the Association in any covenants or restrictions applicable to CALHOUN CROSSING - PHASE ONE.

(c) Providing administrative services, including, but not limited to, legal, accounting and financial, and communication services informing Owners of activities and giving required notices incident to carrying out the functions of the Association.

(d) Review of an approval or disapproval of plans and specifications for (i) work to any Townhouse or (ii) landscaping on any lot, all as provided for in the Declaration of Rights, Restrictions, Etc

(e) Maintenance of liability insurance for the Association in such amounts as shall be determined by the Board of Directors to protect the association against claims for which the Board of Directors determine should be covered, including, without limitation, insurance for the officers and directors in connection with their management of the Association.

(f) Enforce the obligation of each Owner to maintain and keep in good repair the exterior of such Owner's Townhouse(s) and such Owner's Lot (s).

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(g) Maintenance of the yards (outside of the fenced rear yards) of each Lot Owner.

(h) Painting of the exterior (excluding roofs) of all Townhouses so that the exterior integrity and appearance of each Townhouse is preserved.

(i) Maintain roof and fences.

3. Discretionary Services.

The Association shall be authorized, but not required, to provide the following services:

(a) Provide police protection and security to CALHOUN CROSSING - PHASE ONE including, the employment of police and security guards.

(b) The services necessary or desirable in the judgment of the Board of Directors of the Association to carry out the Association's obligations and business under the terms of this document.

(c) Provide garbage and trash collection to each Townhouse within CALHOUN CROSSING - PHASE ONE.

(d) To purchase hazard insurance covering the improvements located on the Common Properties and any items of personal property which are part of the Common Properties.

4. Obligation of the Association.

The Association shall be obligated to carry out those services specified in Section 2 of this Article, but shall not be obligated to carry out or offer any of the functions and services specified in Section 3 of this Article. The functions and services listed in Section 3 to be carried out or offered by the Association at any particular time shall be determined by the Board of Directors of the Association taking into consideration the funds available to the Association and the needs of the Members of the Association. The functions and services which the Association is authorized to carry out or to provide may be added to or reduced or may be changed in nature (i.e., from required to discretionary or vice versa) at any time upon the affirmative vote of a simple majority of the voting rights of those voting at a duly held meeting of Members together with the consent of Declarant, so long as Declarant owns a Lot primarily for the purpose of sale or has the unexpired option to add the Additional Property, or any portion thereof, to the Development.

5. Pledge of Revenues.

The Board of Directors of the Association shall have the power and authority to borrow funds for the benefit of the Association in performing its authorized functions and to pledge the revenues of the Association as security for such loans.

**ARTICLE VII**  
**MAINTENANCE**

1. Owner's Responsibility.

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Unless specifically identified herein as being the responsibility of the Association, all maintenance and repair of a Lot, together with all portions of the Townhouse, and other improvements thereon shall be the responsibility of the Owner of such Lot. The responsibility of each Owner shall include the maintenance, repair, and replacement of all fixtures, equipment, and appliances (including, without limitation, the heating and air-conditioning system for his Townhouse) and all chutes, flues, ducts, conduits, wires, pipes, plumbing or other apparatus which are deemed to be a part of his Lot. The responsibility of the Owner shall also include the maintenance, repair, and replacement, of all glass, lights and light fixtures (exterior and interior), awnings, window boxes, window screens, and all screens or glass-enclosed porches, balconies, or decks which are a part of the Townhouse. Each Owner shall maintain and keep the exterior and grounds of his Townhouse in good, neat, clean and sanitary condition and such responsibility shall include the maintenance and care of all lawns, trees, shrubs, hedges, grass, and other landscaping contained within the rear portion of such Lots. Each Owner shall also be obligated to pay for the costs incurred by the Association for repairing, replacing, maintaining, or cleaning any portion of the Lot or Townhouse which is the responsibility of the Owner, but which responsibility such Owner fails or refuses to discharge; the Association may specially assess the Owner for any amounts expended by the Association to discharge the responsibility of the Owner defined herein. In the event of any such assessment as herein provided and the non-payment by the Owner within 30 days after notice and demand from the Association, the Association shall have the rights set forth in Article V, Section 7 hereof.

#### ARTICLE VIII GENERAL PROVISIONS

##### 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, the Declarant or any Owner, their respective legal representatives, heirs, successors, and assigns, for a period of twenty (20) years from the date this Declaration is recorded. Upon the expiration of said twenty (20) year period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited and this Declaration shall be automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if, during the last year of the initial twenty (20) year period or during the last year of any subsequent ten (10) year renewal period, a simple majority of the votes cast at a duly held meeting of the Association vote in favor of terminating this Declaration at the end of its then current term and all holders of first priority deeds to secure debt of any Owner or successor to such Owner consent in writing to the termination of this Declaration. It shall be required that written notice of any meeting at which such a proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given each Member at least thirty (30) days in advance of said meeting. In the event that the Members of the Association vote to terminate this Declaration, the president and secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, the total number of votes cast against such resolution. Said certificate shall be recorded in the R.M.C. Office for Spartanburg County, South Carolina, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

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2. Amendments.

Declarant specifically reserves the right to amend this Declaration, or any portion hereof, on its own motion without the consent of any other Owners, for so long as Declarant owns at least one (1) lot in CALHOUN CROSSING - PHASE ONE. In all other instances, the procedure for amendment shall be as follows: All proposed amendments shall be submitted to a vote of the Members at a duly called meeting of the Association and any such proposed amendment shall be deemed approved if two-thirds (2/3rds) of the votes cast at such meeting vote in favor of such proposed amendment. Notice shall be given each member a least thirty (30) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above, the president and secretary of the Association shall execute an addendum to this Declaration which shall set forth the amendment, the effective date of the amendment (which in no event shall be prior to the date on which such addendum is recorded in the R.M.C. Office of Spartanburg County, South Carolina, the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Members, the total number of votes necessary to adopt the amendment, the total number of votes cast in favor of the amendment, and the total number of votes cast against the amendment. Such addendum shall be recorded in the R.M.C. Office of Spartanburg County, South Carolina. Notwithstanding any provision herein to the contrary, this Declaration shall not be amended without the express written consent of Declarant until Declarant's rights under Section 6 of Article III have expired.

3. Notices

Any notice required to be sent to any Member under the provisions of the Declaration shall be deemed to have been properly sent and notice thereby given when personally delivered or when mailed, with the proper postage affixed, to the address appearing on the Association's Membership list. Notice to one of two or more co-owners or co-tenants of a Lot shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the secretary of the Association, in writing, of any change of address. Any person who becomes a Member following the first day in the calendar month in which said notice is mailed, shall be deemed to have been given notice if notice was given to his predecessor in title.

4. Enforcement

✓ Enforcement of these covenants and restrictions shall be by a proceeding at law or in equity against any person, persons, or entity violating or attempting to violate or circumvent any covenant or restriction, either to restrain violation or to recover damages, against the land and to enforce any lien created by these covenants. Failure by the Association or any member of the Declarant to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

5. Severability.

Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other

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provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

6. Interpretation.

The Board of Directors of the Association shall have the right to determine all questions arising in connection with this Declaration of Covenants and Restrictions and to construe and interpret its provisions, and its determination, construction or interpretation, shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best tend toward the consummation of the general plan of this Declaration.

7. Authorized Action.

All actions which the Association is allowed or required to take under this instrument and all approvals or disapprovals which the Association is authorized to make shall be authorized actions of the Association only if approved by the majority of members of the Board of Directors of the Association present at a duly held meeting of such Board of Directors, unless the terms of this Declaration provide otherwise.

8. Limited Liability.

In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Association contemplated under this Declaration or the Declaration of Rights, Restrictions, Etc., neither Declarant nor the Association, nor any director or officer thereof, shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way relating to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld or any act of Declarant.

9. Termination of Association.

In the event that this Declaration be declared to be void, invalid, illegal, or unenforceable in its entirety, or in such a significant manner that the Association is not able to function substantially as contemplated by the terms hereof, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, or if the Members of the Association should vote not to renew and extend this Declaration as provided for in Article VII, Section I, all of the Common Properties owned by the Association at such time shall be transferred to a Trustee appointed by the Court of Common Pleas of Spartanburg County, South Carolina, which Trustee shall own and operate said Common Properties for the use and benefit of Owners within CALHOUN CROSSING - PHASE ONE as set forth below:

(a) Each Lot shall be subject to an annual assessment which shall be paid by the Owner of such Lot to the Trustee. The amount of such annual assessment and its due date shall be determined solely by the Trustee.

(b) Any past-due annual assessment together with interest thereon at the rate of fifteen percent (15%) per annum from the due date and all costs of collection including fifteen percent (15%) of the assessment and interest thereon as reasonable attorney's fees, shall be a personal obligation of the Owner at the time the annual assessments become past due, and it shall also constitute and become a



C:\CC-R2\SAM  
Dec 21, 1999

DEED 71 E PG 025

charge and continuing lien on the Lot against which the assessment has been made in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns.

(c) The Trustee shall be required to use the funds collected as annual assessments for the maintenance, repair and upkeep of the Common Properties. The Trustee may charge as part of the cost of such functions the reasonable value of its services in carrying out the duties herein provided. The Trustee shall not have the obligation to provide for maintenance, repair and upkeep of the Common Properties once the funds provided by the annual assessments have been exhausted.

THIS DOCUMENT  
MARGINAL  
FOR IMAGING

C:\CC-R2\SAM  
Dec 21, 1999

DEED 71 E PG 026

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed  
this 22 day of December, 1999.

Signed, sealed and delivered

RMC CONSTRUCTION ACCOUNT INC.

Rene' Halliday  
Witness  
Patricia M. Johnson

BY: L. Rowe Moody  
L. Rowe Moody, President

STATE OF SOUTH CAROLINA  
COUNTY OF SPARTANBURG

Personally appeared before me Rene' Halliday Patricia M. Johnson  
and made an oath that s he saw the within named L. Rowe Moody  
Sign, Seal and as        Act and  
Deed; deliver the within written Declaration; and that        he with  
Rene' Halliday witnessed the execution thereof.

Sworn to before me this 22nd  
day of December, 1999.

Gene R. Lusk (L.S.) Patricia M. Johnson  
Notary Public for South Carolina  
My Commission Expires: 8-24-2000

DEED 71 E PG 027

## EXHIBIT A

All those lots or parcels of land located on the northside of Fernwood Glendale Road, Spartanburg, SC, being known and designated as lots 1 through 14 and 25 through 30 as shown on a plat prepared for RMC Construction Account Inc., by Ayercorp, dated December 8, 1999 and recorded in plat book 146, page 589

AMENDMENT TO DECLARATION OF RIGHTS, RESTRICTIONS,  
AFFIRMATIVE OBLIGATIONS AND CONDITIONS APPLICABLE TO  
CALHOUN CROSSING - PHASE ONE

AMENDMENT ONE

This amendment, made this effective 27 day of March, 2012 by the Calhoun Crossing Homeowners Association, a South Carolina Non-Profit Corporation

In accordance with Article VIII.2 General Provisions, Amendments of the Declaration of Rights Restrictions Affirmative Obligations and Conditions Applicable to Calhoun Crossing-Phase One dated December 21, 1999 on file and recorded with the County of Spartanburg South Carolina, Officers and Board of Directors on behalf of the Members of the Calhoun Crossing Homeowners Association, a South Carolina non-profit corporation, declare:

1. That in accordance with By Laws, notice of a meeting to be held on November 15, 2010 of all Members of the Calhoun Crossing Homeowners Association, Inc was mailed to each property owner/Members on October 10, 2010 and a reminder mailed separately on November 1, 2010.
2. The meeting was held at Eastside Baptist Church at 7:00PM on November 15, 2010 and was attended by 19 of 29 Members/property owners. There were two (2) Members who provided Proxies for vote. It was concluded that, in accordance with By Laws, a quorum was present.
3. The meeting opened with a question and answer period and was followed by a vote relating to changes to the documents governing the bylaws, restrictions, and covenants of Calhoun Crossing Homeowners Association.
4. As directed by the governing document:
  - a. Total number of Members in attendance – 19; Members voting in absentia -2
  - b. Quorum of 19 of 29 Members were present meeting the 50% requirement
  - c. By paper ballot, Members voted on the proposed changes; Association Officers counted 17 affirmative votes, two affirmative vote in absentia, and two negative votes, the proposed change was approved by the 2/3 majority that provided for the following:
    - i. Remove responsibility from the Association certain mandatory maintenance services related to maintenance of exterior surfaces of all townhomes including repair and replacement of roofs, painting of porches, maintenance of siding, landscaping; property owners/Members assume those responsibilities while the Association continues to retain authority to undertake any of these repairs as needed if the property owner/Member fails to do so and continue to enforce all other controls as stated in the Bylaws , Covenants, and Restrictions
    - ii. The Officers and Board of Directors determined that Article VI (h) and (i) of the Declaration of Rights, Restrictions, Affirmative Obligations, and Conditions applicable to Calhoun Crossing – Phase One dated December 21, 1999 should be amended.

DEE-2012-13929  
Recorded 2 Pages on 3/29/2012 10:33:42 AM  
Recording Fee: \$10.00 Documentary Stamps: \$0.00  
Office of Register of Deeds, Spartanburg, S.C.  
Dorothy Earle, Register



AMENDMENT TO DECLARATION OF RIGHTS, RESTRICTIONS,  
AFFIRMATIVE OBLIGATIONS AND CONDITIONS APPLICABLE TO  
CALHOUN CROSSING - PHASE ONE

Therefore, effective the date that this document is approved and recorded by the Register of Deeds of the County of Spartanburg South Carolina, the Declaration of Rights Restrictions Affirmative Obligations and Conditions Applicable to Calhoun Crossing-Phase One is amended with respect only to Article VI (h) and Article VI (i) are revised to read:

Article VI

(h) REMOVED IN ITS ENTIRETY

(i) Maintain fences

In witness whereof, Officers of the Calhoun Crossing Homeowners Association Inc have caused this amendment to be executed, at the direction of Members and Property Owners, this 27 day of March 2012

Signed, sealed, and delivered

*Calhoun Crossing Homeowners Assoc.*

By:

Witness *Shirley Bodnar*

President *Peggy Thomas*

Witness *Jodi M. Cantrell*

Secretary *Ann D. Sellers*

State of South Carolina, County of Spartanburg:

On this 27<sup>th</sup> day of March, 2012 *Peggy Thomas* and *Ann D. Sellers* personally appeared before me *Cathy Jones* who stated that they are President and Secretary respectively of the Calhoun Crossing Homeowners Association, a non-profit corporation, and that the instrument was signed in behalf of the said corporation by authority of its board of directors and acknowledged said instrument to be its voluntary act and deed. Before me:

*Cathy H Jones*

Notary Public for South Carolina

My Commission Expires: ~~My Commission Expires~~ March 16, 2016

**PROPERTY IMPROVEMENT REQUEST**  
**CALHOUN CROSSING HOMEOWNERS ASSOCIATION**  
**REQUEST FOR BUILDING/LAND CHANGES**  
**EMAIL:vincent@rentalsbyrmi.com**

**All improvements, additions or changes must be approved in writing before work begins. MUST BE SUBMITTED 30 DAYS AHEAD** of scheduled work to Board of Directors

DATE: \_\_\_\_\_  
OWNER'S NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_ Email: \_\_\_\_\_

I would like to make the following change (s) to the community property of Calhoun Crossing:

\_\_\_\_\_

DETAILED SPECIFICATIONS OF PROPOSED CHANGE (S) - (Included dimensions, roof and roof pitch, siding, brick, wood, and materials to be used, etc. which means any change.)  
A Sketch, picture, diagram or blueprint must be attached, all work must conform to the conditions contained in the protective covenants specifically (paragraph 4.01 - 4.04).

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

WORK TO BE PERFORMED BY: \_\_\_\_\_

1. I accept full responsibility for the proper installation in accord with the description above, and agree not to pay the contractor until work is fully completed and inspected by the Board of Directors and/or the Managing Agent if so designated.
2. **I accept full responsibility for maintenance of this addition to full satisfaction of the Board of Directors for the lifetime of the change.**
3. **In case my property is sold, I agree to notify the purchaser that maintenance of this change will be their responsibility and not that of the Association.**
4. If the Bright Farms Association Board of Directors determines that this addition has not been constructed according to plans submitted, I agree, if instructed by the Board, to restore the property to its original state at my (owner) expense. I would be offered the opportunity to appear before the Board of Directors prior to such an order.
5. I agree that no work will begin prior to approval by the Board of Directors on this proposed change and that the Board be given a minimum of thirty (30) days to render its decision.
6. Building materials must be the proper color scheme and materials specified by the neighborhood Covenants, Conditions, and Restrictions. For landscaping describe any plant or tree types and location.
7. On a copy of your survey, indicate the location (setback and building lines) and dimensions.

I AGREE TO ALL OF THE ABOVE.

\_\_\_\_\_  
Owner's Signature

BOARD ACTION:  
DATE: \_\_\_\_\_

APPROVAL: \_\_\_\_\_

DISAPPROVAL: \_\_\_\_\_ BY: \_\_\_\_\_

STATE OF SOUTH CAROLINA ) DECLARATION OF COVENANTS  
 ) AND RESTRICTIONS FOR  
COUNTY OF SPARTANBURG ) CHRISTIAN CREEK SUBDIVISION

THIS DECLARATION OF COVENANTS AND RESTRICTIONS made this 22 day of May, 2020, by the undersigned Niemitato, Inc., (hereinafter referred to as "Owner" and/or "Developer") of Spartanburg County, South Carolina, applicable to all the numbered lots 1-32 shown on plat of Christian Creek Subdivision, prepared by Fant, Reichart & Fogleman, Inc., dated October 24, 2019, and recorded in Plat Book 176 at page 787 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, Christian Creek 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-2020-23174



DEE BK 128-B PG 486-495

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Recording Fee: \$25.00

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 Christian Creek 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 Christian Creek. 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, 2022, 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 later:

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

(b) December 31, 2022.

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 Christian Creek 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 \$300.00 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 Christian Creek 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 Christian Creek 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, 2020 and subsequent years, the annual assessments 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 a majority of the votes of the 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, 2020, and on January 1 of each year thereafter. Prior to January 1, 2020, 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. Invalidity 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

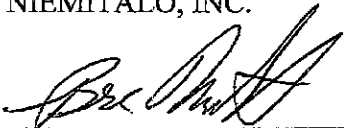
These covenants shall run with the land and be fully binding on all persons claiming under them until January 1, 2040, at which time they shall be automatically renewed indefinitely for successive periods of ten years each, except that such covenants may be modified as set forth hereinabove.

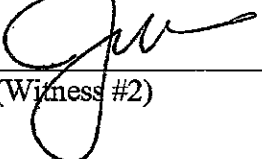
IN WITNESS WHEREOF, Niemitalo, Inc. as Owner of all lots in said Christian Creek Subdivision, have caused this Declaration of Covenants and Restrictions to be executed this date and year first above written.

WITNESSES

NIEMITALO, INC.

  
\_\_\_\_\_  
(Witness #1)

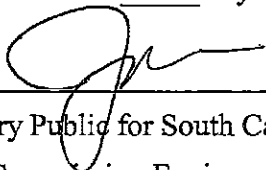
  
\_\_\_\_\_  
By: BRUCE NIEMITALO  
Its: VP.

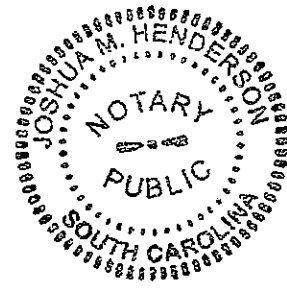
  
\_\_\_\_\_  
(Witness #2)

STATE OF SOUTH CAROLINA    )  
  )    ACKNOWLEDGMENT  
COUNTY OF SPARTANBURG    )

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that **the above duly authorized agent Niemitalo, Inc.**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this the 22 day of May, 2020.

  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: 12-10-25





CHRISTIAN CREEK HOMEOWNERS  
ASSOCIATION  
434 MARION AVE  
SPARTANBURG, SC 29306  
864-585-0835

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

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

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

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

Email: \_\_\_\_\_

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.

REC 47 S FALL 505  
SEP 26 PM 2 33

CONVERSE PLACE  
HORIZONTAL PROPERTY REGIME SPARTANBURG, S.C.

MASTER DEED

TEXTILE INVESTMENT COMPANY, the owner in fee simple of the real property described in the attached Exhibit A declares:

1. The real property described on Exhibit A shall be condominium property and is hereby submitted to condominium ownership, pursuant to Chapter 31 of Title 27 of the Code of Laws of South Carolina, 1976, as amended, known as the "Horizontal Property Act," subject to the terms and conditions set forth therein.

2. As used in this Master Deed:

2.1 "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner.

2.2 "By-Laws" means the by-laws for the government of the Council of Co-owners as they exist from time to time.

2.3 "General Common Elements" means the portions of the condominium property described and defined in Section 27-31-20 of the Horizontal Property Act.

2.4 "Common Expenses" means the expenses for which the unit owners are liable to the Regime.

2.5 "Condominium Parcel" means a unit together with the undivided share in the Common Elements which is appurtenant to the unit, as well as its rights in the Limited Common Elements.

2.6 "Council of Co-owners," hereinafter referred to as "Council," means the entity composed of all the "Co-owners," as such term is defined in Section 27-31-20(d) of the Horizontal Property Act.

2.7 "Limited Common Elements" means those common elements which are reserved for the use of a certain unit or units, to the exclusion of the other units.

2.8 "Mortgagee of Record" means any holder of a mortgage on any unit, which mortgage is outstanding on the books of the R.M.C. Office for Spartanburg County, South Carolina.

2.9 "Sponsor" means TEXTILE INVESTMENT COMPANY, its assignees, nominees and successors.

2.10 "Unit" means a part of the condominium property which is to be subject to private ownership.

2.11 "Unit Owner" or "Owner of a Unit" means the owner of a Condominium Parcel.

3. The name by which the condominium is to be identified is CONVERSE PLACE, HORIZONTAL PROPERTY REGIME.

4. The legal description of the land included in this condominium is set forth on the attached Exhibit A, and is subject to the items set forth on that Exhibit.

5. An identification of each unit is set forth on attached Exhibit B.

6. A survey of the land described on Exhibit A, a graphic description of the improvements in which units are located and a plot thereof are attached as Exhibit C and together with this Declaration are in detail sufficient to identify the General Common Elements and Limited Common Elements, each unit, their relative locations and approximate dimensions.

7. The undivided shares, stated as percentages, in the General Common Elements which are appurtenant to each of the units are set forth on Exhibit B.

8. The percentage and manner of sharing Common Expenses is as set forth on Exhibit B.

8.1 Assessments shall be fixed by the board of directors of the Council of Co-owners and payable at such times as set by the board of directors but not less frequently than quarterly.

8.2 Where a mortgagee of record or other purchaser of a condominium unit obtains title to the condominium parcel as a result of foreclosure of its mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of Common Expenses or assessments by the Association pertaining to such Condominium Parcel or chargeable to the former Unit Owner of such parcel which became due prior to acquisition of title as a result of the foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be Common Expenses collectible from all of the Unit Owners, including such acquirer, its successors and assigns.

9. The Owner of a Unit, including the Sponsor, shall be entitled to a number of votes in the Council of Co-owners, constituting the same percentage of the total votes in the Council as the percentage share of that Unit in the General Common Elements, as set forth on Exhibit B.

10. The Master Deed may be amended as follows:

10.1 An amendment of this Master Deed made by Sponsor shall become effective when the Certificate executed by the Sponsor provided in Paragraph 10.2 is recorded according to law. An amendment to this Master Deed made by the Unit Owners shall become effective when the Certificate executed by the Chairman or Vice-Chairman and attested by the Secretary or Treasurer of the Council, together with the affidavit provided in Paragraph 10.2, is recorded according to law.

10.2 An amendment to this Master Deed made by the Sponsor shall be evidenced by a Certificate executed by the Sponsor with the formalities of a deed and shall include the recording data identifying this Master Deed. An amendment made to this Master Deed by the Unit Owners shall be evidenced by a Certificate executed with the formalities of a deed, which Certificate need not be executed by the Unit Owners, but need only be executed by the Chairman or Vice-Chairman of the Council of Co-owners attested by the Secretary or Treasurer, which shall include the recording data identifying this Master Deed, and an Affidavit executed by the Chairman or Vice-Chairman of the Council shall be attached to the Certificate certifying that a majority of the votes in the Council of Co-owners voted in favor of the amendment; provided, however, that no such amendment shall adversely affect the lien or priority of any previously recorded mortgage on any condominium unit.

10.3 As long as the Sponsor shall hold fee simple title to any unit the Sponsor may amend this Master Deed to accomplish the purposes and provisions of Paragraph 21, including, but not limited to, an amendment which will change a unit, a condominium parcel, the General Common Elements, and such amendment shall be effective without the joinder of any record owner of any unit or the joinder of any record owner of any lien thereon; provided, however, that no such amendment shall adversely affect the lien or priority of any previously recorded mortgage on any condominium unit or change the size or dimensions of any unit not owned by the Sponsor.

11. The By-Laws of the Council of Co-owners are attached as Exhibit D and may be amended as set forth in those By-Laws.

12. As long as the Sponsor, or any grantee of the Sponsor upon whom the Sponsor confers the benefits provided herein, owns any unit in the Regime, the Sponsor and/or its assignee shall have the right and privilege to maintain general and sales offices in or about the property described in the Master Deed, as amended, and any model units located on the property, and shall have the right and privilege to have its employees present on the premises to show condominium units, to use the General Common Elements, and to do any and all things deemed necessary or appropriate by them to sell condominium units, all without charge.

13. Condominium units shall be used for residential purposes only, except as set forth in Paragraph 12 above.

14. Responsibility for the maintenance and repair of the units and the Limited Common Elements associated therewith shall be that of the Unit Owner. The maintenance of the General Common Elements shall be the responsibility of the Regime.

15. The Common Expenses of the condominium shall be as determined by the board of directors of the Council from time to time. Such expense shall include the cost of providing adequate insurance coverage for the condominium property, including its General Common and Limited Common Elements and all parts of the buildings, both exterior and interior, (which may include a standard deductible provision), together with adequate public liability insurance protecting the condominium, the Unit Owners and the Regime against claims for damages or injuries resulting from or suffered by reason of the management, operation or occupancy of the condominium or Condominium Parcels, as more specifically set forth in Paragraph 18. The Common Expenses shall also include the cost of maintaining and operating the General Common Elements and the operating expenses of the Council in connection with the operation of the condominium, including its employees, if any, but no officer or director of the Council shall be salaried as such. The Common Expenses shall also include real and personal property taxes, if any, assessed against the General Common Elements as well as any special assessments against the property by the municipalities, counties and other taxing authorities, and shall include such other expenses as may be

determined from time to time by the board of directors and which shall be allowed as a matter of law. Taxes or assessments levied or assessed against a Condominium Parcel shall be paid by the Unit Owner and shall be excluded from Common Expenses. The enumeration of Common Expenses set forth herein is not exclusive.

16. The Regime is entitled to a lien upon a Condominium Parcel for any unpaid assessment and the method of enforcing this lien shall be as set forth in Section §27-31-210, 1976 Code of Laws of South Carolina, as amended. This lien shall also secure a reasonable attorney's fee and court costs incurred by the Regime incident to the collection of the assessment or enforcement of the lien which the Unit Owner hereby agrees to pay. If such lien is foreclosed, the delinquent Unit Owner shall be required to pay a reasonable rental for the Condominium Parcel during the pendency of the foreclosure, and the Regime shall be entitled to the appointment of a Receiver to collect this rent, which rental shall also be secured by the lien.

17. The board of directors of the Council may impose special or individual assessments on Unit Owners for the cost and expense of repairs or replacements within an individual unit for which the Unit Owner is responsible, which repairs he has failed or refused to make and which, if not made, impair or endanger the use or value of the General Common Elements or other condominium parcels and the Council is granted a right of entry into each condominium unit to make repairs or replacements of this character necessary or required in the common interest, including the right to abate or eliminate any nuisance, or any condition deemed hazardous by the insurance underwriters. The lien conferred by §27-31-210, 1976 Code of Laws of South Carolina, as amended, shall extend to and include such special assessments which may be enforced as a regular assessment upon the same terms and conditions.

18. The insurance which shall be carried upon the condominium shall be governed by the following general provisions:

18.1 All insurance policies (except as hereinafter allowed) shall be purchased by the Council for the benefit of the Regime and the Unit Owners and their respective mortgagees as their interests may appear and shall provide for the issuance of certificates of insurance and mortgagee endorsements to the holders of mortgages on the units or any of them.

18.2 Each Unit Owner may obtain insurance, at his own expense, affording coverage upon his own property and for this liability as may be required by law.

18.3 The following coverage shall be obtained:

18.3.1 The building and all other insurable improvements upon the land and all personal property as may be owned by the Regime shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined annually by the insurance company affording such coverage. Such coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsements and such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use, including, but not limited to, vandalism, malicious mischief, windstorm and water damage.

18.3.2 Public liability insurance in such amounts and such forms as the Council desires.

18.4 Premiums upon insurance policies purchased by the Council shall be paid by the Association and charged as Common Expenses.

18.5 Proceeds of insurance policies received by the Regime shall be distributed to or for the benefit of the Unit Owners after first paying or making provisions for payment of the expenses of disbursement in the following manner:

18.5.1 If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid directly to defray the costs thereof. Any proceeds remaining after defraying such costs shall be distributed to the Council.

18.5.2 If it is determined that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the Unit Owners, remittance to the Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by it.

18.6 If any part of the General Common Elements shall be damaged by casualty, such damaged portion shall be promptly reconstructed or repaired unless such damage renders two-thirds or more of the units untenable. In such case, and unless otherwise unanimously agreed upon by the co-owners, the indemnity shall be delivered pro rata to the co-owners entitled to it in accordance with provision made in the bylaws or in accordance with a decision of three fourths of the co-owners if there is no bylaw provision.

18.7 If the damage is only to those parts of one unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Regime. All such repair and/or reconstruction shall be accomplished pursuant to Plans and Specifications submitted to and approved by the Council, which Plans and Specifications shall be substantially the same as the original Plans and Specifications for such unit.

18.7.1 Immediately after a casualty causing damage to property for which the Regime has the responsibility of maintenance and repair, the Council shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Directors of the Council desire.

18.7.2 If the proceeds of insurance policies are not sufficient to defray the estimated costs of reconstruction and repair by the Regime (including the aforesaid fees and premiums, if any) assessment shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs.

19. The provisions of this Master Deed and of the annexed By-Laws, as same may be lawfully amended from time to time, shall be binding upon all of the Unit Owners and their heirs, personal representatives, successors and assigns.

20. The provisions hereof shall be enforceable equitable servitudes, and shall run with the land and be effective until this Master Deed is revoked or terminated.

21. Each unit shall include that part of the building which lies within the boundaries of the unit. The unit boundaries are as follows:



21.1 The upper and lower boundaries extended to an intersection with the perimetrical boundaries, the upper boundaries being the plane of the undecorated finished ceiling and the lower boundaries being the plane of the undecorated finished floor.

21.2 The perimetrical boundaries of the unit shall be the vertical planes of the undecorated finished interior of the walls bounding the upper and lower boundaries.

21.3 Each Condominium Parcel shall also include, have and enjoy the exclusive, perpetual use of that portion of the condominium property completely enclosed and surrounded by exterior walls of the unit and any fences or other enclosure connected to or adjoining these walls. Such portion shall be designated as Limited Common Elements and is shown by shading on the plot plan attached as Exhibit C.

21.4 All fences or similar enclosures are expressly designated as Common Elements.

22. The ownership of an undivided share in the General Common Elements which is appurtenant to the unit cannot be separated from the unit and shall pass with the title to the unit whether or not separately described, nor can any interest in the General Common Elements appurtenant to a unit be conveyed or encumbered except with the unit. The shares in the General Common Elements appurtenant to units shall remain undivided, and no action for partition of the General Common Elements shall lie.

23. With the express exception of the Sponsor, no change, alteration, enclosure, addition to or removal of any portion of a unit shall be made without the prior written consent of the Council. The Council shall not be required to give such consent without first having been presented drawings and specifications of such changes prepared and sealed by an architect or engineer. No changes shall ever be made to the exterior of the building without the prior written consent of the Council.

24. Restrictions contained in the By-Laws of the Council and rules and regulations promulgated in accordance with the condominium documents shall constitute covenants running with the land.

25. Failure of a Unit Owner to comply with the terms of this Master Deed, or the By-Laws of the Council, attached as Exhibits, shall entitle the Council or other Unit Owners to such relief as may be provided by law in addition to the rights conferred upon them by this Master Deed. Should the Regime be required to file any action to obtain compliance therewith or to enforce its rights against a Unit Owner, it shall be entitled to be reimbursed by such unit owner for its reasonable attorney's fees and court costs.

26. Mortgagees of record shall have the right to obtain the following items upon written request:

26.1 One copy of the Annual Financial Statement and Report of Regime, including a detailed statement of annual carrying charges or income collected and operating expenses, such Financial Statement and Report to be furnished within sixty (60) days following the end of each calendar year.

26.2 Written notice of the call of a meeting of the membership of the Association to be held for the purpose of considering any proposed Amendment to this Master Deed or By-Laws of the Council of Co-owners, which notice shall state the nature of the Amendment being proposed,

26.3 Written notice of default by any member owning any Unit encumbered by a mortgage held by such Mortgagee, such notice to be given in writing and to be sent to the principal office of such Mortgagee or to the place which it or they may designate in writing to the Regime.

26.4 An endorsement to the policies covering the General Common Elements requiring that such Mortgagee be given any notice of cancellation provided in such policy.

27. The failure of the Sponsor of the Council or any Unit Owner to enforce any covenant, restriction or other provision of this Master Deed, the By-Laws or the rules and regulations of the Council, or any of the rights conferred by the South Carolina Horizontal Property Act shall not constitute a waiver of any other breach of the same, or of any other of these covenants; nor shall failure to enforce any one of such covenants, either by forfeiture or otherwise, be construed as a waiver of any other such covenant.

28. If any provision of the Horizontal Property Act of the State of South Carolina or section, sentence, clause, phrase or word or the application thereof in any circumstances of this statute or of this Master Deed, or the annexed By-Laws of the Council, is held invalid, the validity of the remainder of the statute or instrument and/or of the application of any such provision, section, sentence, clause, phrase or word in other circumstances of the statute or of this Master Deed or of the annexed By-Laws of the Council shall not be affected.

IN WITNESS WHEREOF, TEXTILE INVESTMENT COMPANY has executed this Master Deed this 25th day of September, 1980.

In the Presence of:

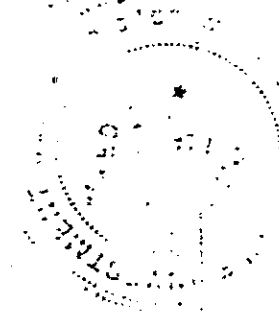
TEXTILE INVESTMENT COMPANY

Raymond Gusterson Jr.

BY: [Signature]  
President

Harrie W. Nicholson

BY: [Signature]  
Treasurer -  
Secretary



JAN 16 PM 2:36

R.M.C.  
SPARTANBURG, S.C.

STATE OF SOUTH CAROLINA)  
COUNTY OF SPARTANBURG)

CERTIFICATE OF FIRST  
AMENDMENT TO MASTER DEED  
OF CONVERSE PLACE  
HORIZONTAL PROPERTY REGIME

Textile Investment Company

to

Converse Place Horizontal Property Regime

WHEREAS, on the 25th day of September, 1980, Textile Investment Company, hereinafter referred to as "Sponsor," executed a certain Master Deed establishing the Converse Place Horizontal Property Regime, which Master Deed was recorded on the 26th day of September, 1980, in Deed Book 47S at Page 505 et seq in the R.M.C. Office for Spartanburg County, South Carolina; and

WHEREAS, said Master Deed reserved the right of amendment of said Master Deed to the Sponsor upon execution and recording by the Sponsor of a Certificate executed with the formalities of a deed.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That Textile Investment Company, a South Carolina corporation with its principal offices in Greenwood, South Carolina, does hereby declare:

FIRST:

That Sponsor does hereby elect to exercise, and does hereby exercise its right set forth in the Master Deed of the Converse Place Horizontal Property Regime recorded in the R.M.C. Office for Spartanburg County, South Carolina, in Deed Book 47S at Page 505 et seq to amend said Master Deed.

SECOND:

Effective upon the filing of this Certificate of First Amendment to Master Deed, Paragraph 10.3 of said Master Deed shall be deleted and shall be of no further effect.

THIRD:

Effective upon the filing of this Certificate of First Amendment to Master Deed, Exhibit C to the Master Deed, the Converse Place plot plan dated September 23, 1980, shall be deleted and the revised Converse Place plot plan dated December 1, 1980, attached to this Certificate shall be substituted therefor.

IN WITNESS WHEREOF, Textile Investment Company has caused these presents to be executed in its name by J. C. [Name] [Title] and [Name] [Title]

its corporate seal to be affixed hereto this 31st day of December, 1980, and in the two hundred and fifth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered TEXTILE INVESTMENT COMPANY  
in the Presence of:

Wayne Q. Justesen, Jr.

By: J. C. Self  
J. C. Self, President

Nada B. Banes

Attest: John E. Eck  
John E. Eck, Secretary

STATE OF SOUTH CAROLINA)  
COUNTY OF GREENWOOD)

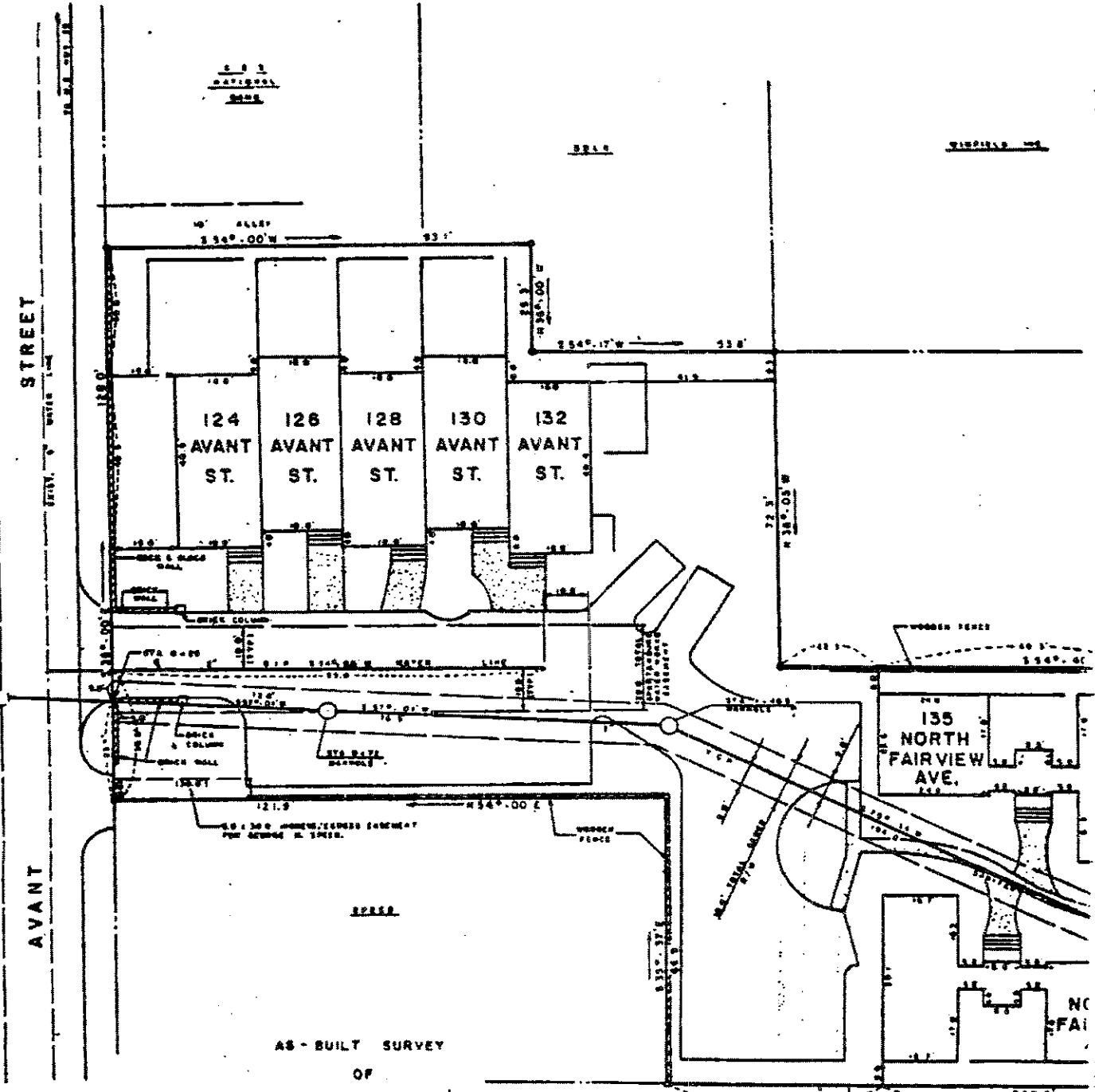
PROBATE

Personally appeared before me Wayne Q. Justesen, Jr., who, on oath, says that he saw the within named Textile Investment Company by J. C. Self, its President, and John E. Eck, its Secretary, attest the same, and the said Corporation, by said officers, seal said Certificate of First Amendment to Master Deed, and as its act and deed, deliver the same, and that he, with Nada B. Banes witnessed the execution thereof.

SWORN to and Subscribed  
before me this 31st day  
of December, 1980.  
Nada B. Banes (L.S.)  
Notary Public for South Carolina  
Commission Expires 10-12-89.

Wayne Q. Justesen, Jr.

47 Y 167



AS - BUILT SURVEY  
OF  
**CONVERSE PLACE**  
FOR  
**TEXTILE INVESTMENT COMPANY**

SCALE: 1" = 20'  
DATE: SEPT 25, 1960  
REVISED SET BY: [unclear]  
REVISED SET BY: [unclear]

**BLACKWOOD ASSOCIATES INC.**  
ENGINEERS  
SPARTANBURG, S C

*[Signature]*



CONVERSE PLACE  
HORIZONTAL PROPERTY REGIME  
MASTER DEED

EXHIBIT D

BY-LAWS  
COUNCIL OF CO-OWNERS

4-2  
30

OFFICES

1. The principal office of the Council shall be in Spartanburg, South Carolina, or such other place in Spartanburg County, South Carolina, as the Board of Directors shall determine.

OWNERS' MEETINGS

2. All meetings shall be held at the office of the Council, or may be held at such place and time as shall be stated in a notice thereof.

3. An annual meeting of the unit owners, commencing with the year 1981 shall be held on the 30th day of September in each year if not a legal holiday; if a legal holiday then on the next secular day following, at 8:00 o'clock P.M., at which the unit owners shall elect, by a plurality vote, a board of directors, and transact such other business as may properly be brought before the meeting.

4. Written notice of the annual meeting shall be served upon or mailed to each unit owner, at such address as appears on the books of the Regime, at least ten (10) days prior to the meeting.

5. At least ten (10) days before every election of directors, a complete list of the owners entitled to vote at said election, arranged numerically by unit designations with the residence of each, shall be prepared by the secretary. Such list shall be opened at the place where the election is to be held for ten (10) days to the examination of any owner, and shall be produced and kept at the time and place of election during the whole time thereof, and subject to the inspection of any owner who may be present.



6. Special meetings of the owners, for any purposes, unless otherwise prescribed by statute, may be called by the chairman, and shall be called by the chairman or secretary at the request in writing of a majority of the board of directors, or at the request in writing of three (3) unit owners. Such request shall state the purpose or purposes of the proposed meeting.

7. Written notice of a special meeting of owners, stating the time, place and object of such meeting and the specific action to be taken, shall be served upon or mailed to each owner entitled to vote, at such address as appears on the books of the Regime, at least five (5) days before such meeting.

8. Business transacted at all special meetings shall be confined to the objects and actions to be taken as stated in the notice.

9. The owners of fifty-one (51%) per cent of the basic value of the condominium property, present in person or represented by proxy, shall be requisite and shall constitute a quorum at all meetings of the owners for the transaction of business except as otherwise provided by statute or by these by-laws. If, however, such quorum shall not be present, or represented at any meeting of the owners, the owners entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. 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 originally called.

10. When a quorum is present at any meeting, the owners of at least fifty-one (51%) per cent of the basic value of the condominium property shall decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or of these by-laws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

11. At any meeting of the unit owners, every owner having the right to vote shall be entitled to vote in person, or by proxy appointed by an instrument in writing subscribed by such owner.

12. Whenever the vote of owners at a meeting is required or permitted by any provisions of statutes or of these by-laws to be taken in connection with any council action, the meeting and the vote of owners shall be rendered unnecessary if all the owners who would have been entitled to vote upon the action, if such meeting were held, shall consent in writing to such action.

#### DIRECTORS

13. The number of directors which shall constitute the whole board shall be not less than three (3) or more than five (5). The directors shall be elected at the annual meeting of the unit owners, and each director shall be elected to serve until the next annual meeting of the unit owners and/or until his successor shall be elected and shall qualify.

14. The directors may hold their meetings and keep the books of the Regime at the offices of Paul A. Burnett Real Estate, Inc., 400 W. Henry Street, Spartanburg, South Carolina or at such other appointed location in Spartanburg County, South Carolina, as they may from time to time determine.

15. If the office of one or more directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining directors, though less than a quorum, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

16. Directors may be removed by an affirmative vote of the owners of fifty-one (51%) per cent of the basic value of the condominium property.

17. Members of the board of directors need not be members of this Council of Co-owners.

18. The property and business of the Regime shall be managed by its board of directors which may exercise all such powers of the Regime and do all such lawful acts and things as are not by statute or by these by-laws or by the foregoing Master Deed directed or required to be exercised or done by the unit owners.

19. Any employees or agents needed by the Regime shall be designated and may be dismissed by the Board. The salaries of

all employees and agents of the Regime shall be fixed by the board of directors, except that the salaries of directors for services other than as such shall be fixed by the unit owners, as provided in succeeding Paragraph 20.

#### COMPENSATION OF DIRECTORS

20. Directors, as such, shall not receive any salary for their services, provided that nothing herein contained shall be construed to preclude any director from serving the Regime in any other capacity and receiving compensation therefor. The salaries for directors for services other than as such shall be fixed by the unit owners.

#### MEETINGS OF THE BOARD

21. Annual meetings of the board of directors will be held immediately following the election thereof at the annual meeting of the owners.

22. Regular meetings of the board may be held without notice at such time and place within Spartanburg County, South Carolina, as shall be determined from time to time by the board.

23. Special meetings of the board may be called by the president on five (5) days' notice to each director, either personally or by mail or telegram. Special meetings shall be called by the chairman or secretary in like manner and on like notice on the written request of two directors. Notice of any and all meetings of the board may be waived by appropriate written waiver.

*A* 24. At all meetings of the board a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the board of directors, except as may be otherwise specifically provided by statute or by these by-laws. If a quorum shall not be present at any meeting of directors, the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

#### NOTICES

25. Whenever under the provisions of the statutes or of these by-laws, notice is required to be given to any director or

unit owner, it shall not be construed to mean personal notice, but such notice may be given in writing by depositing the same in the United States Mail, post-paid, addressed to the director or unit owner at such address as appears on the books of the Regime, and such notice shall be deemed to be given at the time when the same shall be thus mailed.

26. Whenever any notice is required to be given under the provisions of the statutes or of these by-laws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated herein, shall be deemed equivalent thereto.

27. The board of directors, at its first meeting, shall choose from its members a chairman, a vice-chairman, and a secretary-treasurer.

28. The board may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board.

#### THE CHAIRMAN

29. The chairman shall be the chief executive officer of the Council; he shall preside at all meetings of the unit owners and directors, shall be ex-officio member of all standing committees, shall have general and active management of the business of the Regime, and shall see that all orders and resolutions of the board are carried into effect.

30. He, along with the secretary-treasurer, shall execute all documents and contracts except where the same are 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 Regime.

#### THE VICE-CHAIRMAN

31. The vice-chairman shall, in the absence or disability of the chairman, perform the duties and exercise the powers of the chairman, and shall perform such other duties as the board of directors shall prescribe.

THE SECRETARY-TREASURER

32. The secretary shall attend all sessions of the board and all meetings of the unit owners 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 the standing committees when required. He shall give, or cause to be given, notice of all meetings of the unit owners and special meetings of the board of directors; and shall perform such other duties as may be prescribed by the board of directors or chairman, under whose supervision he shall be.

33. The treasurer shall have the custody of the funds and securities of the Regime and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Regime and shall deposit all monies and other valuable effects in the name and to the credit of the Regime in such depositories as may be designated by the board of directors. He shall disburse the funds of the Regime as may be ordered by the board, taking proper vouchers for such disbursements, and shall render to the chairman and directors, at the regular meetings of the board, or whenever they may require, an account of all of his transactions as treasurer and of the financial condition of the Regime. If required by the board of directors, he shall give the Regime a bond, the premium therefor to be paid by the Regime, in such sum, and with such surety or sureties as shall be satisfactory to the board for the faithful performance of the duties of his office and for the restoration to the Regime, in case of his death, resignation, retirement or removal from office, of all his books, papers, vouchers, money and other property of whatever kind in his possessions or under his control belonging to the Regime.

DIRECTORS' ANNUAL STATEMENT

34. The board of directors shall present at each annual meeting, and when required by the vote of the unit owners at any special meeting, a full and clear statement of the business and condition of the Regime. The annual statements shall include profit and loss statements and balance sheets prepared in accordance with sound business and accounting practice and copies thereof shall be furnished to each of the unit owners.

FISCAL YEAR

X 35. The corporation shall operate upon a calendar fiscal year beginning on the 1st day of January and ending on the

31st day of December of each year. The board of directors is expressly authorized to change from a calendar year basis to that of another fiscal year whenever deemed expedient for the best interests of the Regime.

#### MEMBERSHIP

36. Only owners of units in Converse Place, Horizontal Property Regime, shall be members of the Council of Co-owners.

#### TRANSFER OF MEMBERSHIP

37. Membership in the Council of Co-owners may be transferred only incident to the transfer of a condominium parcel.

#### CONTRACT DOCUMENTS

38. The contract documents relating to this condominium and the ownership of a condominium parcel therein shall include the foregoing Master Deed to which these by-laws are attached, these by-laws, and the pertinent statutes from time to time pertaining, all as amended from time to time in accordance with law.

#### ASSESSMENTS

39. The board of directors shall, from time to time, fix and determine the sum or sums necessary and adequate for the continued ownership, operation and maintenance of the condominium property, including its operating expenses, the payment for any items of betterment, and the establishment of appropriate reserve funds as the board shall deem necessary and proper. That sum or sums shall include provision for property taxes and assessments of the condominium (until such time as any of such taxes or assessments are made against the condominium parcels individually, and thereafter as to such taxes or assessments, if any, as may be assessed against the condominium as a whole), insurance premiums for fire, windstorm and extended coverage insurance on the condominium real property and improvements thereof (and such personal property of the condominium as are part of its common elements), which may include a deductible provision, premiums for adequate public liability insurance as specified in the Master Deed, legal and accounting fees, management fees, operating expenses of the property and this Council, maintenance, repairs and replacements, (but only as to the common elements except for

repairs or replacements deemed necessary to protect the common elements and property chargeable to the individual condominium parcel concerned), charges for utilities and water used in common for the benefit of the condominium, cleaning and janitorial service of the common elements, any expenses and liabilities incurred by the Regime in connection with the indemnification of directors provided for herein and in and about the enforcement of its rights or duties against the unit owners or others, and the creation of reasonable contingency or reserve requirements for the protection of the unit owners.

Regular assessments shall be paid by the unit owners on a monthly basis. The standard of assessments for the first year of operation (or pro rata part thereof) shall be as set forth in a projected operating budget certified by the sponsor to be the then existing projected operating budget of the condominium. Said assessment shall be computed then and thereafter hereunder in the manner set forth in the Master Deed. When the assessment is fixed by the board of directors it shall be retroactive to the first day of that calendar year and the owners of condominium parcels will be credited with any accrued monthly assessment charges for that year with the sums they have theretofore paid in that year.

Monthly assessment charges once fixed shall continue until changed by the board of directors hereunder and shall be due and payable without notice or demand no later than the fifth (5th) day of each month of the month due. With respect to changed assessments and/or demands for retroactive arrearages, notice in writing must be given to each of the unit owners thereof and payment will be due and payable without further or other notice within ten (10) days of the posting of such a notice as hereinabove provided for the service of notices.

It is understood between the unit owners and the Regime that an assessment fixed hereunder is based upon the projection and estimate of the board of directors and may be in excess of or less than the sums required to meet the cash requirements of the condominium, in which event, the board of directors by appropriate action taken at a meeting may increase or diminish the amount of said assessment and make such adjustments respecting the reserves as in their discretion is necessary and proper, including the assessment of each owner for his proportionate share of any deficiency or the distribution to each owner of his proportionate share of any excess of sums paid beyond the requirements of the condominium or its reasonable reserves as fixed by the board of directors.

The aforescribed assessment charges shall not include assessment for utilities separately charged and metered to each unit and consumed therein. Nor shall said assessments include any charges for alterations, repairs, painting or maintenance within the interior of any unit, but only for such alteration, repairs, maintenance, etc., to the common elements of the condominium, (unless as aforesaid, repairs or replacements which would ordinarily be the obligation of the owner of the condominium parcel must be made for the protection of the common elements of the condominium and same have not been made by the owner of the parcel concerned).

After the initial determination of the annual cash requirements to be made, the following determination thereof shall be made on a calendar year basis by the board of directors on the first Tuesday in the month of September of each year unless the time thereof shall be changed by resolution of the board.

Special assessments, should they be required, shall be levied and paid in the same manner as heretofore provided for regular assessments. Special assessments can be of two kinds: (i) those chargeable to all unit owners in the same proportions as regular assessments to meet shortages or emergencies and (ii) those assessed against one unit owner (requiring unanimous vote of the board) to accomplish repairs or maintenance for which he is responsible within his unit which he has failed to make, which situation impairs the value of or endangers the common elements or the condominium, or which are for expenses incident to the abatement of a nuisance within his unit.

Common expenses which are to be the subject of said assessment shall be defined from time to time by the board of directors and shall include all items of expense pertaining to the operation and maintenance of the common elements of the condominium, the operation of this Council and its expenses, and other lawful expenses authorized or described in Chapter 31 of Title 27, Code of Laws of South Carolina, 1976, as amended, the foregoing Master Deed or these by-laws, as may from time to time be amended; provided, however, that material alterations or substantial additions to the common elements may be authorized only upon a vote of the owners of three-fourths (3/4) of the basic value of the condominium property.



## STATUTORY POWERS

40. The Council shall have the powers, rights and authority, (including the lien rights) set forth and provided in the South Carolina Horizontal Property Act, as amended, subject to any limitations thereon imposed by these by-laws or the Master Deed as said instruments may be effective or amended from time to time.

## TRANSFER OF CONDOMINIUM PARCEL

41. A condominium parcel may be transferred in freehold by deed as provided by law. Such transfer shall automatically confer and transfer the appurtenant membership in this Council to the transferee. The owner of each condominium parcel shall be free to sell, mortgage, pledge or lease said parcel, provided, however:

41.1 A condominium parcel may be leased; provided that such lease be approved in writing by the board of directors prior to becoming effective.

41.2 The provisions herein relating to leases shall not apply to the Sponsor, its successors and assigns, or to any mortgagee of record, and such parties shall be free to lease any unit without the consent required herein to any person and upon any terms and conditions as it deems proper.

## RESPONSIBILITY FOR REPAIR AND MAINTENANCE OF A PARCEL

42. The interior and all parts of a condominium parcel shall be kept in good condition and repair at all times by and at the expense of the owner thereof and shall be maintained in a clean and safe condition and free of nuisance or commission of waste. Each owner of a condominium unit will promptly comply with any requirements of the insurance underwriters of the condominium. Any failure to repair or replace within the walls of the condominium unit as may be required for good, proper and safe maintenance thereof and which endangers or impairs the value of the condominium, its common elements or other condominium parcels may be repaired or replaced by the Regime at the expense of the unit owner. Such expense may be collected by special assessment as heretofore provided, which assessment may include the cost of the Regime in the abatement of any nuisance kept and maintained by the unit owner therein; and a right of entry is granted to the Council in and to any unit to inspect same and make repairs or replacements thereto as may be required.

## NUISANCE

43. Each owner shall be responsible for the use and occupation of his unit in a quiet and orderly fashion so as not to disturb or endanger other owners or their families or guests. Any nuisance, public or private, may be abated by the public authority or by court action by the Regime or any aggrieved unit owner.

BOOKS AND RECORDS

44. The Regime shall maintain accounting records according to good accounting practices and said records shall be open to inspection by unit owners at all reasonable times. Such records shall include:

(a) A record of all receipts and expenditures.

(b) An account for each unit which shall designate the name and address of the unit owner, the amount of each assessment, the dates and amounts in which the assessment comes due, the amounts paid upon the account and the balance due.

(c) A register for the names of any mortgage holders or lien holders of record on units who have requested in writing that they be registered and to whom the Council will give notice of default in case of nonpayment of assessments. No responsibility by the Council is assumed with respect to said register except that it will give notice of default to any registered mortgagee or lienor therein, if so requested by said mortgagee or lienor.

The secretary of this Council shall act as the transfer agent to record all transfers and/or registrations in the aforescribed books.

AUTHORITY OF UNIT OWNER

45. No unit owner, except as a director of this Council, shall have any authority to act for or bind the Regime.

AMENDMENTS OF BY-LAWS

46. The by-laws of this Council may be amended, altered, rescinded or augmented either by resolution adopted by a vote of the owners of two-thirds (2/3) of the basic value of the condominium property at any duly convened meeting of the unit

owners; provided, however, that no such meeting shall be deemed competent to consider or amend, alter, rescind or augment these by-laws unless prior written notice of said meeting specifying the proposed change has been given to all directors and unit owners at least ten (10) days prior to the meeting or said notice is appropriately waived. Any unit owner or any member of the board of this Council may propose an amendment to these by-laws.

#### CONSTRUCTION

47. Wherever the masculine singular form of the pronoun is used in these by-laws, it shall be construed to mean masculine or feminine, singular or plural, wherever the context so requires, and shall include and apply to a corporation.

#### UNIT AND FACILITIES USE

48. The property and facilities of the condominium shall at all times be restricted in use to the housing and related needs of the lawful occupants of the units and their guests.

#### VALIDITY OF BY-LAWS

49. If any by-law or part thereof shall be adjudged invalid, the same shall not affect the validity of any other by-law or part thereof.

#### RULES AND REGULATIONS

50. The board of directors may from time to time adopt rules and regulations for the operation of the condominium and all unit owners shall abide thereby; provided, however, that said rules and regulations shall be equally applicable to all unit owners similarly situated and uniform in their application and effect.

Read and Signed by the duly authorized officers of  
CONVERSE PLACE, HORIZONTAL PROPERTY REGIME, COUNCIL OF CO-OWNERS.

DEED 47, Y PAGE 376

1971 JUN 22 11 30 AM  
SPARTANBURG, S.C.

STATE OF SOUTH CAROLINA )

COUNTY OF SPARTANBURG )

RIGHT OF WAY AND EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Converse Place Horizontal Property Regime (hereinafter referred to as "Grantor") for and in consideration of one dollar (\$1.00) in hand paid by the City of Spartanburg, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the City of Spartanburg, its successors and assigns, a Right of Way and Easement for the purposes of laying, constructing, maintaining, operating, repairing, altering, replacing and removing a sewer line or lines, including any necessary manholes in, under, upon, over, through and across the land of Grantor, situated in said County and State, described as follows:

Beginning at the Northern corner, adjacent to Avant Street, at an iron pin and running with Right of Way of said street South 36 degrees, 00 minutes East, 23.5 feet to the intersection of the property line and the center line of the sewer line; thence, South 57 degrees, 01 minutes West, 147.7 feet to a manhole; thence, South 79 degrees, 54 minutes West, 107.0 feet to a manhole; thence, South 47 degrees, 59 minutes West, 74.9 feet to the end manhole and 5 feet beyond.

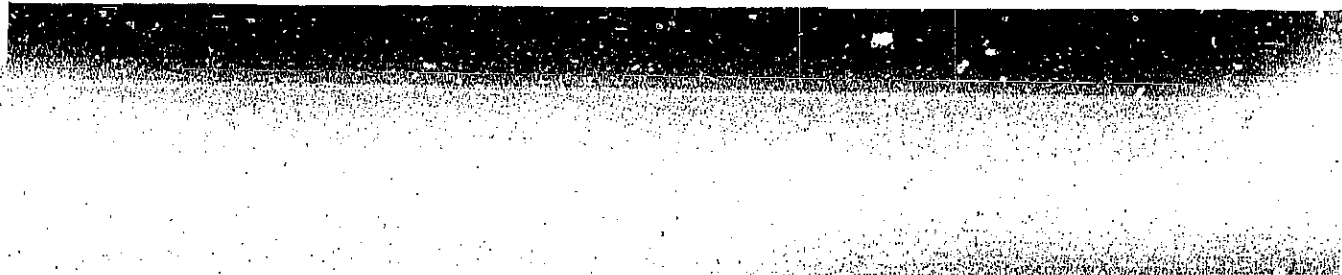
GRANTOR AND GRANTOR HEREBY EXPRESSLY AGREE AND ACKNOWLEDGE the existence of a prior Right of Way and Easement given by Textile Investment Company to the Commissioners of Public Works of the City of Spartanburg, which Right of Way and Easement intersects and coincides in places with that granted herein.

There is included in this grant the right, from time to time to lay, construct, maintain, operate, alter, repair, remove, change the size of and slash or replace said sewer line or lines and such lines and such rights of ingress and egress necessary to the foregoing.

TO HAVE AND TO HOLD said Right of Way and Easement unto the said City of Spartanburg, its successors and assigns forever. Converse Place Horizontal Property Regime hereby warrants and affirms that it is the owner of the land above described and does hereby bind itself, its successors and assigns to warrant and forever defend all and singular the said premises unto the said City of Spartanburg, its successors and assigns from all persons whomsoever lawfully claiming or to claim the same or any part thereof.

RECORDED

4.30



DEED 47. Y PAGE 377

The Right of Way and Easement granted hereby shall be a width of ten (10) feet, five (5) feet on either side of the center of said sewer line.

It is agreed that this instrument covers all agreements between the parties and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms of this instrument.

IN WITNESS WHEREOF, the Grantor has set its hand and seal this 1st day of December in the year of our Lord, One Thousand, Nine Hundred and Eighty.

WITNESSES:

CONVERSE PLACE HORIZONTAL PROPERTY REGIME

Wayne B. Justesen Jr

BY: J C Self

Nannie W. Nicholas

ITS: President

STATE OF SOUTH CAROLINA  
COUNTY OF GREENWOOD

} PROBATE

PERSONALLY appeared the undersigned witnesses and made oath that he saw the within named grantor, by J. C. Self, Jr. its President and its Secretary, sign, seal, and as the grantor(s) act and deed deliver the within written Right Of Way and Easement, and that he with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this  
1st day of December, 1980.

Nannie W. Nicholas  
Notary Public for South Carolina  
My Commission Expires: 8/26/90

Wayne B. Justesen Jr

