STATE OF SOUTH CAROLINA	)	DECLARATIONS OF COVENANTS
	)	CONDITIONS AND RESTRICTIONS OF
COUNTY OF SPARTANBURG	)	OF STONE GATE SUBDIVISION

THIS DECLARATION is made this 10th day of April 2014, by Avery Construction, LLC (hereinafter referred to as "Developer" and "Declarant".)

WITNESSETH

WHEREAS, Declarant is the owner of all of the lots of land in Spartanburg County, South Carolina, located off Duncan-Reidville Road in Spartanburg County, South Carolina, and more particularly shown and described upon a plat entitled Stone Gate, prepared for Developer by Souther Land Surveying and recorded in Plat Book 168, Page 632 Register of Deeds office of Spartanburg County, South Carolina; and,

WHEREAS, Stone Gate will be a residential community, and the Declarant desires to provide for the preservation of valuesand amenities of said community, to maintain the natural beauty of the real property and for the maintenance of common facilities and, to these ends, desires to subject all of the lots in Stone Gate as shown on the above plat to the within Protective Covenants, Conditions, Restrictions, Easements, charges and liens (herein referred to as Covenants and/or Restrictions) for the benefit of each and every owner in Stone Gate;

NOW, THEREFORE, Declarant hereby declares that all of the property included in the subdivision known as Stone Gate shall be held, sold and conveyed subject to the following restrictive covenants and conditions, which are imposed against the property described for the purpose of protecting the value and desirability of the property and accomplishing the systematic and uniform development of the property into a subdivision; that the covenants, conditions, easements and restrictions set forth shall run with the real property described and shall be binding upon all parties having any right, title of interest in or to the subject property of any part thereof, their heirs, successors and assigns and shall insure to the benefit of each owner thereof until 2034, at which time said Covenants, Conditions, Easements, and Restrictions shall be automatically extended for successive periods of ten (10) years each, unless, by a vote of two thirds of the then owners of the lots into which the property shall have been developed, the within covenants, conditions, easements and restrictions are changed or amended, in whole or in part. In the event of such vote, the vote shall be cast by the legal title owner of each individual lot, provided further, that each lot shall have only one vote in the event that legal title thereto is held jointly or otherwise by more than one (1) person.

1. DEFINITIONS. The following words when used herein (unless the context shall require a different meaning) shall have the following meaning;

   A. "Association" shall mean and refer to Stone Gate Homeowners Association

   B. "Common Properties" shall mean and be referred to as all lands not plated as lots now or in the future and or public rights of way to be maintained as a landscaped area within Stone Gate, together with all streetlights, and sprinkler systems, street signs, entrance signs, landscaping, and water meters located within such area.

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C. "Developer" shall mean and refer to Avery Construction, LLC.

D. "Lot" or "Lots" shall mean and refer to any numbered parcel of land shown upon the above-referenced plat of Stone Gate prepared for the Developer, recorded in the Register of Deeds Office of Spartanburg County and referenced in this instrument or any amendment or notification thereto.

E. "Member" shall mean and refer to any Owner who is a member of the Association as provided in Paragraph 33A hereof.

F. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot situated within Stone Gate, but notwithstanding any applicable theory of mortgage law, shall not mean or refer to the mortgagee unless and until such mortgage has acquired title pursuant to foreclosure or any proceeding or deed in lieu of foreclosure.

G. "Subdivision" shall mean and refer to all of the lots and property shown upon plat of "Stone Gate" referred to above and upon any subsequent plat prepared for the Developer, recorded in the Register of Deeds Office of Spartanburg County and reference to any amendment or modification to this instrument.

2. SINGLE FAMILY RESIDENTIAL USE. No lot shall be used except for private, single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed 2 stories in height and at the minimum a private, attached double garage. No lot or portion of a lot shall be used either as a road of easement or other means of access to adjoining property without express written consent of the Developer.

3. SUBDIVISION OF LOTS.

A. Developer or any subsequent owner of a lot, with the prior written consent of Developer or its nominee, may sell and convey a portion of any lot to the owner of an adjoining lot, provided that any such sale of a portion of a lot does not result in the creation of another lot or a greater number of lots than shown on said plat and does not violate any other provisions hereof. In any such sale of a portion of a lot, the portion shall merge into and become part of the adjoining lot, and the terms and conditions herein shall apply to the lot and portion of a lot as though they were originally platted as one lot. Nothing herein, however, shall prevent two lot owners from making an equal exchange to alter a lot line with the written consent of the Developer. No lot many be subdivided to create an additional lot.

B. Lots Not To Be Divided: No lot shall be further subdivided or otherwise have its boundaries altered without first obtaining the written permission of the Developer / Architectural Committee hereunder. Further, the use of more than one (1) lot as a single residential building site shall not be prohibited, but shall be subject to prior approval by the Developer / Architectural Committee.

4. MINIMUM HEATED AREA. No dwelling shall be erected on any lot having less than two (2) bathrooms and no less than Two thousand Two hundred (2,200) square feet of heated floor area. All dwellings must have at minimum an attached double garage. If the dwelling has a second floor, the first floor must have no less than one thousand six hundred (1,600) square feet of heated floor area and a second floor shall have a minimum of six hundred (600) square feet of heated floor area. The floor area required by this article shall not include basements, porches, verandas, breezeways, terraces or garages. Each Dwelling will Require a minimum of All Gas Including, Gas Heat, Gas Logs, Gas hot water heater and Gas Cook top. Nonetheless, Developer reserves the right and privilege, upon showing of special, unique or unusual circumstances to give a waiver to the minimum heated area requirements on a lot, but such waiver must be given in writing to be valid. Developer reserves the right to deny a waiver for any reason deemed appropriate in its sole discretion.

5. BUILDING SETBACK LINES.

   A. No Residence or portion of a Residence, including stoops, verandas, steps and porches shall be located on a lot nearer the front property or nearer the side street property line of the lot that the setback line(s) shown for such lot on the plat of Stone Gate referred to in the deed to such lot from Developer. Setback lines stated in restrictions supersede all setback lines on plat, but in no case nearer that thirty (30) feet from the front or rear property line, and not nearer than ten (10) feet to any side lot property line. Any such building shall face toward the front line of the lot except buildings to be constructed on corner lots, which shall face in the direction designated by the Developer / Architectural Committee. No building shall be located nearer to any interior side lot line than the distance as determined and directed by applicable building/zoning codes and ordinances or as stated herein or on any recorded plat, or as required in covenants, conditions and restrictions of Stone Gate Subdivision whichever distance may be greatest. SEE PARAGRAPH SB FOR CORNER LOTS. Nonetheless, Developer reserves the right and privilege, upon showing of special, unique or unusual circumstances to give a waiver to any setback restrictions on a lot, but such waiver must be given in writing to be valid. Developer reserves the right to deny a waiver for any reason deemed appropriate in its sole discretion.

   B. Corner Lot Setback Lines; No Residence or portion of a Residence, including stoops, verandas, steps and porches shall be located nearer than thirty (30) foot front and twenty (20) foot side of house from any property line; this includes front, sides, and rear property lines. Furthermore, detached garages and storage buildings must be a minimum of twenty (20) feet from any property lines.

   C. Garage/Storage Building Requirements: All detached garage/storage buildings must have a minimum of three hundred and twenty (320) square feet with the same roof pitch as of the residence. All buildings and the location of such building must conform to and be in harmony with the residence structure. All buildings must have a brick foundation and poured concrete floor. Portable buildings, metal storage buildings or other similar off-site constructed storage buildings are prohibited. All buildings and the location of such building must be approved in writing by the Developer or its nominee. Disapproval of plans, location, or specifications may be based purely upon aesthetic reasons in the discretion of Developer or its nominee. After the structure has been approved, the Homeowner shall place four flags to mark the corners of the proposed building and Developer or its nominee shall approve the site location BEFORE any construction begins.

6. APPROVAL OF BUILDING PLANS/SITE LOCATIONS & SPECIAL CONDITIONS

A. No building or structure of any kind may be commenced or erected upon the Property or any Lot, or any application for building permit for such structure be made, any landscaping done, or any addition to any existing building or alteration or change to the exterior thereof be made, until the final building plans, specifications, materials and exterior finishes, plot plan, and landscape plan and have been submitted to and approved in writing by the Developer or its nominee. No improvements or structures shall be commenced, erected, altered or removed without the prior written approval of the Developer or its nominee. The approval of plans by the Developer relates only to the harmony and compatibility of exterior design and site design optimization. Disapproval of plans, elevations, location or specifications may be based purely upon aesthetic reasons in the sole discretion of the Developer or its nominee. The Developer does not assume liability for either structural, mechanical, electrical and plumbing designs, building code compliance or damage to a neighbor's property during construction. The Developer may elect, at some future time, to delegate full responsibility for such approvals to the Association.

B. All residential building must commence within twelve (12) months from closing on the Lot and be completed within twelve (12) months from commencement. All work must be completed in a workmanlike manner and the construction site at all times must be kept clean and free of debris. All construction materials must be kept within the property lines maintaining a clear street right-of-way. Access to the site should be limited to the proposed driveway location. Access over/through adjoining properties or Common Areas is expressly forbidden. The use of adjoining properties or Common Areas for access or storage of materials, without the written permission of the adjacent owner or Developer, is prohibited. Temporary storage structures, approved by the Developer, may be used to store some materials. Storage structures may not be used as temporary living quarters or construction offices. Site cleanliness shall at all times be maintained at an acceptable level. If not maintained, the Developer may issue a "Stop Work" order. A commercial dumpster shall be placed on each job site and shall be dumped when necessary. At the end of each workday, materials must be stored neatly and all trash and waste materials placed in the dumpster. No trash, construction materials, soil or gravel shall be strewn about or piled on the street adjoining the Lot. Damage to any street, curb and gutter or sidewalk occurring during construction of any improvement on a Lot shall be promptly repaired by the Owner or his builder or contractor. Should the Owner fail to promptly repair or have repaired any such damage, the Association shall have the right to do so, and the cost of such repairs may be immediately assessed against and collected from the Owner in the same manner as other assessments allowed under this Declaration.

C. All builders of residences at Stone Gate must be licensed by the State of South Carolina. At a minimum, an appropriate SC residential builder's license is required.

D. Daily working hours allowed for construction personnel will be from thirty (30) minutes before sunrise to thirty (30) minutes after sunset, Monday through Saturday. No residential construction work will be performed on Sundays or national holidays. The conduct of all workmen is the responsibility of the Contractor. Workmen are not allowed to park, ride about on or use development facilities. Loud cars and speeding are not permitted in the

development. All construction vehicles must be parked on, or in front of, the Lot under construction. Workers are required to wear shirts and shoes when not on the job site. Loud music from radios and disturbing property owners or guests will not be permitted at any time.

E. The completion of improvements upon a lot shall include the professional landscaping of the yard, including irrigation, the sodding of the front and side of yard and sodding of the remainder of the yard, the planting of shrubs and/or decorative plants or bushes along the front and side elevations of the dwelling.

1. Sodding and Irrigation. Each Lot will be required to have sodded turf grass from the rear corner of the Dwelling of the main structure to the street curb and from the rear corner of the dwelling to the rear property line of Each lot and will be required to have an underground irrigation system in the front yard, rear of yard and side yards adjacent to subdivision streets. Sod must be installed at the time landscaping for each residence is installed.

2. Mulching. Mulching with double ground, dyed brown mulch is required for all planted areas. Rock, pebbles and red cedar mulch is not acceptable for use as mulching material.

3. Landscape Plans. Landscape plans must be approved in writing by the Developer or its nominee. Approved landscaping must be in place within thirty (30) days of occupancy or completion of construction of the building. If planting should coincide with the summer months of June-October, it can be delayed until October for maximum success rate. Extensions can be granted by the Developer due to inclement weather conditions. Landscape plans drawn to 1"=30' (min.) scale must convey a scaled representation of all planting material, identified as to size, number, common name, and variety. Plans must also show the location of turf grass, landscape lighting, irrigation, walkways, fences and/or walls, pools, decks, patios, play structures and the mailbox. The dimensions and materials of any walkways, fences or walls should also be provided. Owners should endeavor to use appropriate native plant materials and preserve as much existing vegetation as possible. The Owner shall make the contractor or builder aware of the significance of the existing vegetation and arrange for the contractor or builder to protect all trees and plant material during construction. The Developer will take into account various relationships of home to site, home to home, views, prevailing breeze (winds) solar orientation, water and other amenities in making decisions regarding specific landscaping plans.

F. The front elevation of the dwelling house foundation must be a minimum of 12" inches above the finished grade ofthe Concrete Curbing of road.

G. No Owner or builder shall allow disturbed soil to erode and wash into or on any streets, common areas, adjacent Lots and/or storm drains of the subdivision. Silt fences and a gravel mud mat shall be installed by the builder on each Lot prior to any soil disturbance, and maintained until such time the landscaping and permanent driveway is installed. Any expense incurred by the Developer or Association in cleaning up soil erosion from the

streets, common areas, adjacent Lots or storm drains shall be recovered from the Owner whose Lot such erosion arose.

H. All garages shall be equipped with a carriage style garage doors and automatic door openers.

I. Sidewalks, if applicable, shall be constructed by the Lot owner or its builder as shown on the recorded final plat for Stone Gate. The sidewalk must be constructed according to the standard details as approved for Stone Gate by the Spartanburg County Engineering Department. (Details are contained in Appendix A).

J. All homes must have brick or stone exteriors, vinyl will be allowed for the house dormers and soffit only. The minimum roof pitch shall be no less than ten-twelve (10/12) pitch on the main section of the structure; however, other gables on the house may be required to have more of a roof pitch if it would improve the appearance of the house. Roof must be covered by architectural shingles. The architectural design should be generally unobtrusive in form and color in order to complement their natural and built settings. In general, architectural concepts will be primarily influenced by traditional European styles such as French Country, French Manor, Tudor, Olde English, English Cottage and others typically classified as Old World. Efforts should be made to incorporate a wide variety of architectural styles within the subdivision. The Developer considers this approach desirable to create a community of homes which are individual in character but which will blend to provide a consistent or planned look for the overall subdivision. The exterior treatment of any new residence shall follow these guidelines and restrictions to create a harmonious and consistent architectural appearance, both in proportioning and material selection.

K. Each Lot Owner and its builder, subcontractor, and other agents shall take full responsibility for controlling surface water run-off and sediment that may adversely affect any other property or adjacent streets. Plans to control said run-off and sediment must be submitted to the Developer along with other required plans. Construction best management practices are included in Appendix B. Notwithstanding any plans as may be submitted, the Developer may make additional reasonable requirements of Lot Owners to prevent or control excess storm water run-off or sediment during construction or thereafter; however, responsibility for such will be that of the Lot Owner and not that of the Developer.

L. EXCLUSIVE BUILDERS. Understanding that one of the most effective ways to maintain the highest standards of design, craftsmanship and quality in creating new home communities is to assemble a group of the area's finest home builders, the Developer must approve any and all Exclusive Builders based on their reputation and Workmanship. Developer reserves the sole and exclusive right to replace any or all of the Exclusive Builders, and to add additional members.

M. All planting, fixtures, fencing and landscaping which is damaged during or after construction by vehicles, fire or other cause, on or off the site, including streets, shoulders and common areas, shall be repaired or replaced by the Owner. The property owner shall be responsible for the contractor or builder's actions during the construction.

N. Any clearing, grading or building on a site without approval by the Developer will result in suspension of work and denial of access to Stone Gate by the contractor.

O. Every job site must contain an approved sign identifying the Contractor. No other signs shall be placed on the job site. The job site sign shall be erected no closer than fifteen (15) feet to the edge of the street and must be in place with the Permits posted on the rear of the Contractor's sign before any clearing or construction may begin or materials may be delivered. At no time shall a sign or permit be nailed to any tree. No additional sub-contractor signs shall be displayed on the construction site. The following steps shall be completed before construction may begin:

1. Obtain Spartanburg County Building Permit
2. Obtain approved Final Building Plan Approval in writing from the Developer.
3. Post Building Permits and Contractor sign at job site.
4. Install a gravel entry pad, and any required sediment control devices.
5. Place dumpster and portable toilet on job site.

7. PROHIBITED BUILDING MATERIALS. Concrete Blocks, cement bricks or concrete walls shall not be used in the construction of any building or garage unless the exterior of same is faced with brick or stone approved by Developer or Architectural Committee. NO stucco foundations are permitted, unless approved in writing by Developer or its nominee.

8. TRAILERS AND MOBILE HOMES PROHIBITED. Trailers and mobile homes, including typical double-wide or triple-wide mobile homes, are absolutely prohibited. Furthermore, no residence or building may be moved from another location and placed or allowed to remain on any lot. No Modular or prefabricated homes shall be allowed. Only stick built on site structures will be allowed.

9. REQUIREMENTS FOR DRIVEWAYS. All temporary driveways (during construction) must have gravel to prevent mud on the subdivision streets. Owner/Builder will be responsible for removing any mud on subdivision streets placed by them or their subcontractors, suppliers, etc. Owner/Builders to comply with county ordinances for sediment control of lot during construction. All final driveways shall be constructed of concrete and shall be maintained by the owner of a lot in a good state of repair and suitable appearance. Where driveways from a lot intersect with the public street, said driveway will abut the existing "rolled" curb, thereby keeping the "rolled" curb intact and undamaged. If during construction or otherwise, curb or pavement adjacent to a construction site is broken, removed or otherwise damaged, the owner of the lot upon which such construction or work is being done shall bear the cost of replacing or repairing such damage to the satisfaction of the Developer or his assignee.

10. DEVELOPER'S DISCLAIMER. DEVELOPER,AND ITS SUCCESSORS AND ASSIGNS,ITS AGENTS,CONSULTANTS AND EMPLOYEES HEREBY DISCLAIM ANY AND ALL WARRANTIES EXPRES OR IMPLIED, OF GOOD WORKMANSHIP, DESIGN, HABITABILITY, QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE OF MERCHANTABILITY OF ANY KIND SHALL ARISE AS A RESULT OF ANY PLANS, SPECIFICATIONS, STANDARDS AND APPROVALS MADE, APPROVED OR DISAPPROVED BY DEVELOPER, OR ITS NOMINEES, AND DEVELOPER SHALL NOT BE LIABLE TO NAY OWNER OR ANY OTHER PERSON ON ACCOUNT OF ANY CLAIM, LIABILITY, DAMAGE OR EXPENSE SUFFERED OR INCURRED BY OR THREATENED AGAINST ANY OWNER OR SUCH OTHER PERSON ARISING OUT OF OR

IN ANY WAY RELATED TO THE SUBJECT MATTER OF ANY REVIEW, ACCEPTANCE, INSPECTION, PERMISSION, CONSENT OR REQUIRED APPROVAL WHICH MUST BE OBTAINED FROM THE DEVELOPER, WHETHER GRANTED OR DENIED. FURTHERMORE, WHILE DEVELOPER IS NOT AWARE OF ANY LOTS CONTAINING FILL DIRT, DEVELOPER EPRESSLY DISCLAMS SUITABILITY OF A LOT FOR RESIDENTIAL CONSTRUCTION, AND ALL FUTURE OWNERS SHALL BE RESPONSIBLE FOR DETERMINING THE SUITABILITY OF A LOT FOR CONSTRUCTION.

11. GENERAL EASEMENTS. Developer reserves an easement offive (5') feet inside each side and ten (10') feet on the front and rear of each lot for the installation, maintenance and repair of utilities, sewer lines, and/or storm drainage facilities. Furthermore, certain lots shall be subject to an additional easement for drainage purposes as will be shown upon a duly recorded plat of Stone Gate. All utility service lines, including cable television, telephone, gas, electric or other utility, from existing streets shall be installed underground to any dwelling or other structure upon a lot.

12. FENCING. No galvanized chain link fencing will be allowed. Acceptable fencing materials are; wrought iron, aluminum, salt treated wood, or vinyl coated chain link. All wood materials must be stained and sealed. No fence shall exceed (6') feet in height. Fencing shall be permitted on any lot from the rear corner of the residence erected thereon to the rear of the lot, except for corner lots which will be addressed on an individual basis. No fencing of any kind shall be installed or allowed to remain on any lot, which shall interfere, damage or obstruct the installation or maintenance of any utility. No portable fencing (including dog pens) shall be allowed. Developer or its nominee must approve all fencing in writing. After the fencing materials have been approved, Homeowner must place four flags at the proposed fence corners and Developer or its nominee must approve the site location BEFORE any installation begins.

13. BUSINESS ACTIVITIES PROHIBITED. No commercial operations, business operations, manufacture or production shall be permitted upon any lot. The selling, showing or marketing from a lot of any kind of goods, products or apparel is expressly prohibited. The provisions of this item shall not be construed to prohibit the making of handcrafted items for occasional off premises sale.

14. NUISANCES AND OFFENSIVE ACTIVITIES. No obnoxious or offensive activity, including activity which creates loud or offensive noises, unsightly or unsanitary activity or condition shall be conducted or allowed to exist on any lot or the adjoining street or streets, nor shall anything be done which may be or may become a nuisance or annoyance to residents within the subdivision. No burning shall be allowed on any lot unless supervised by the Builder/Owner and any necessary governmental permissions have been obtained.

15. RECREATIONAL PROPERTY. Any camper, boat, trailer or vehicle, or any items not in daily use must be stored behind the closed doors of the garage. No motorcycles, motorbikes, mini bikes, go-carts, ATV or other similar vehicle shall be operated on any lot or subdivision street. No inoperable motor vehicle, wrecked vehicle, junk vehicle, unsightly vehicle, or motor vehicle not currently licensed shall be parked in the street right-of-way or be kept on any lot in the subdivision unless stored in an enclosed garage. No street parking shall be allowed on a regular basis. Also, no buses, trucks (other than pickup trucks not to exceed three-quarter (3/4) ton in size) or trailers shall be parked on a lot or in the street right-of-way, except for loading and unloading.

16. SWING SETS AND BASKETBALL GOALS, ETC.. Swing sets, sandboxes, gym sets and any such similar devises or structures primarily for chiidren's use and enjoyment must be located on the rear portion of a lot. Basketbali goals, both portable and permanent, must be located behind the front corner of the house. No bird baths, vegetable gardens, fish ponds, lawn sculpture, ground mounted flag poles, artificial plants, birdhouses, rock gardens or similar types of accessories and lawn furnishings, shall be permitted in the front or side yards of any Lot. The above items may be located in the rear yard as iong as they are not visibie from the neighborhood streets or adversely affect surrounding property. Clotheslines shall not be allowed on any Lot.

17. POOLS. No above ground swimming pools shall be permitted. In ground swimming poois are acceptable provided they are located on the rear portion of the lot, staying within all other guideiines and setback requirements herein stated. Ali pools must be enclosed with a fence that is in compliance with paragraph 12 and must meet any and all governmental requirements.

18. NO TEMPORARY RESIDENCES. No structure shall be used at any time as a residence, either temporarily or permanentiy, except for a single family dwelling which conforms to all rules, regulations and approvais contained within these covenants.

19. ANIMALS. No domestic fowl, cows, hogs, mules, horses, wild animals or any farm-type animals shail be kept on any iot at any time. However, household pets, such as cats and dogs, may be kept on a lot, provided such pets shall not exceed a total of two (2) in number and provided further that the owner thereof shali be responsible for the control and conduct of such household pets so that they are not an annoyance, hindrance or nuisance to their neighbors. All pets must be kept in fenced areas on the Lot. When pets are in Common Areas or subdivision streets, they must be on ieashes at all times and each Owner shali be responsible for prompt disposal of all excrement or debris of any kind resulting from any pets owned or maintained by such Owner. The Association and/or Owners shall have the right to contact animal controi officiais to enforce the terms of this provision.

20. TRASH RECEPTACLES. All receptacles for trash or garbage must be kept within a fenced or enclosed area and hidden from pubiic view and the view from adjoining property.

21. SCREENING OF YARD EQUIPMENT. Lawn mowers or other iawn maintenance equipment shall be kept in a screened or an enclosed area so as to not be visible from any street or adjoining property.

22. TELEVISION ANTENNA AND SATELLITE DISHES. No roof-mounted or chimney-mounted television antenna is permissible. If available, the Direct Broadcasting Sateiiite (DBS) television system or equivalent technology or system will be allowed, as long as the sateliite receiving dish or apparatus does not exceed (18") inches in diameter and is affixed to the rear of the roof or any eave of the dwelling.

23. COMPLETION OF IMPROVEMENTS. Ali houses and other structures related thereto must be completed within one (1) year after the commencement of construction, except where such completion is impossibie due to strikes, fires, national emergency or other natural calamity. Lots shall be maintained in a neat and attractive manner at ail times.

24. COVENANT OF GOOD APPEARANCE AND REPAIR. Each lot owner shall maintain his lot and the exterior of ali improvements in neat appearance and good repair in order to assure that no

condition exists, which would diminish the appearance of the property. Every owner of a vacant or unimproved lot shall keep such lot free of debris and unsightly underbrush, weeds or other unsightly vegetation. Owners will be required to keep turfgrass mowed on a routine basis, and tall shrubbery or hedges trimmed to reasonable limits so that air circulation or views from surrounding property will not be adversely affected and so traffic hazards will not be created. Further, all Owners shall be required to maintain their Lots and any improvements thereon at all times in a neat, attractive and presentable manner so as not to detract from the overall appearance of the community or the surrounding property. In the event that an owner shall fail to maintain a lot in a good state of repair and appearance, the Developer, its assigns, and/or Stone Gate Homeowners Association, Inc., or their agents or employees, shall have the right to maintain same and charge the cost thereof to the owner, but no work shall be done without due and proper notice to the owner. In the event the owner or owners of a lot shall fail to pay such charges within thirty (30) days of billing, same may be collected in the same manner and under the same terms as Assessments set forth in Paragraph 34. THE DEVELOPER, THE ASSOCIATION OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, EMPLOYEES OR MEMBERS SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OCCASIONED BY ANY NON-NEGLIGENT ACT OR OMISSION IN THE INSPECTION, REPAIR, OR MAINTENANCE OF ANY SITE, IMPROVEMENTS OR PORTION THEREOF.

25. SIGNS. No signboards or other signs of any kind shall be displayed on any lot except a single "For Sale" and a builder's sign, or a single "For Rent" sign unless approved by the Developer or Architectural Committee. No sign shall be more than thirty inches (30") by thirty inches (30") in size; however, the Developer shall have the right to use additional signs for development of the property. The subdivision identification sign is exempt from this provision.

26. STREET LIGHTS. If the Developer installs street lighting, the cost and expense of operation may be transferred to the Homeowners Association at any time after January 1, 2014.

27. MAINTENANCE OF STREET RIGHT-OF-WAY. The owner of a lot shall be responsible for the planting and maintaining of the area from the property line to the edge of the pavement or curb of the street or streets upon which said lot abuts.

28. FUEL TANKS. All fuel tanks or containers shall be buried underground, or enclosed in a structure, in a manner consistent with normal safety precautions and in accordance with the rules and regulations of appropriate governing bodies or agencies or the South Carolina Department of Health and Environmental Control, whichever the case may be. Any structure to be constructed for this purpose must be of acceptable appearance and approved by the Developer / Architectural Committee in accordance with its building approval procedure as above set forth. Propane tanks for gas logs must be in back of the house and screened from the street.

29. FIREWORKS. Fireworks of any kind, including storage thereof, are prohibited, unless carried in conjunction with a supervised activity ofthe Developer, its assigns or the Association.

30. MAIL RECEPTACLES. Owner will be required to purchase and use a mailbox designed especially for Stone Gate Subdivision, upon completion of residence and before the residence on the Lot is occupied. After installation, each Owner has the responsibility of keeping same in good repair and

appearance and shall not be altered or replaced except by a new mail receptacle identical to the one originally installed.

31. TEMPORARY SALES OFFICE. The Developer or its agent shall have the right to place or erect a temporary sales office on any lot in the development.

32. COMMON AREAS. The parcel of real property included as part of the Common Properties are to be maintained solely as landscaped and/or beautification areas or for identification signs of Stone Gate. No other use or improvements are to be made to said real property without the express written permission of the Developer, and Developer expressly reserves easement rights upon these parcels for installation of underground utilities, landscaping or maintenance.

33. STONE GATE HOMEOWNERS ASSOCIATION. These Protective Covenants and Conditions and any By-Laws approved by the Homeowners Association shall be binding upon all lot owners in this subdivision. The Homeowners Association shall have the right to assess maintenance fees and improvement charges against lots and each owner, by the acceptance of a deed therefor, whether expressly written in the deed, shall be bound to pay such assessments and charges to the association.

A. Membership and Voting Rights In The Association.

1. Membership. Every person or entity who is a record owner of a fee simple or undivided fee interest in 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.

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 defined in Paragraph 1 (E) with the exception of the Developer. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Paragraph 1. When more than one person holds such interest or interest 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 members shall be the Developer and shall be entitled to two (2) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either one of the following events, whichever occurs earlier:

(a) When the total votes outstanding in Class A membership equals or exceeds The total votes outstanding in Class B membership; or

(b) January 1, 2034

B. Assessments. Assessments to support the purpose of the Association will be imposed upon the lot owners. The Developer shall collect homeowner's association dues at the time of sale for each lot. The initial annual assessment for each lot relating to streetlights, maintaining common areas (buffer areas) and managing the affairs of Stone Gate Homeowners Association will be $400.00 per year. It is the full responsibility of property owner to pay Homeowners Association dues of $400.00 per year, thereafter. The annual and special assessments shall not apply to any Lot so long as it is wholly owned by the Developer, or any of the current Exclusive Builders approved to build in Stone Gate until such time the Lot has been transferred from the builder to the Owner of the residence on such Lot. The assessments levied by the Association shall be used for the payment of costs and expenses, including, but not limited to the following:

(1) Expenses for the maintenance, upkeep and improvements of the Common Properties including but not limited to Entrance Gates, Irrigation, Scrubs, plants, trees, entrance signage, mulch, grasses.

(2) Payment for services in connection with the maintenance, upkeep and improvements to the Common Properties, including utilities, taxes, gates, water usage and other related reasonable and necessary expenses.

(3) Maintenance, upkeep, repair and/or replacement of the sprinkler systems within the Common Properties.

(4) For the payment of services for any street lighting undertaken and accepted by the Association.

(5) For the payment of expenses relate to the upkeep, maintenance and replacement of signs within Stone Gate identifying the subdivision, containing street names or other safety signs, if any.

(6) For any other purpose, costs 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.

C. Change in Basis and Maximum of Annual Assessments. The Association may change the maximum and basis of the assessments for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose. Written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting. Lots owned by the Developer shall be exempt from annual assessments. Such exemption shall not affect the Developers voting rights in the Association.

D. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessments, applicable to that year only for the purpose of defraying, in whole or in part, the cost of any

construction, reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, 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.

E. Quorum of any Action Authorized Under Paragraph 34C and 34D. The quorum required for any action respecting assessments authorized by paragraph 34C and 34D hereof shall be the Members present at a duly called and convened pursuant to paragraphs 34C and 34D hereof.

F. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on January 1st of each year. The annual assessments provided for herein shall begin and become due and payable at time of lot closing and on January 1st of each year thereafter, each buyer paying their prorated share. The Developer agrees to maintain the Common Properties in a good state of repair and operation, with initial assessments and transfer any balance to Homeowners Association after May 1, 2014. At the initial closing of the lot sold by the Developer, the prorated portion of any annual assessment shall be collected from the buyer at closing and paid to the Association.

G. 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 on 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 office 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.

H. Effect of Non-Payment of Assessments; the Personal obligation of the Owner; the Lien; Remedies of the Association. If the assessments are not paid on the dates when due (being the dates specified in paragraphs 34F 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 upon the property, which shall bind such property in the hands of the then Owner, his heirs, devisees, Personal Representatives, successors and assigns. Such successors in title do 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 a rate of on and on-half (1.50%) percent per month. (ANNUAL PERCENTAGE RATE –18%) from the delinquency date. The Association may bring an action at law against the Owner obligated to pay the same on an action to foreclosure the lien against the property. And there shall be added to the amount of such assessment, the interest thereon as above provided plus reasonable attorney's fee and the costs of this action.

I. Lien of Assessments in 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 mortgage foreclosures thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer.

J. Collection of Maintenance Assessments. It is the intent of the Developer by virtue of executing and recording this document to provide additional and final notice as to the existence of the aforesaid maintenance assessments including the fact that their nonpayment constitutes a lien against the property and causes late charges to accrue and in the event legal action is required for reimbursement of all cost and expenses thus incurred including a reasonable attorneys fee. Furthermore a provision is also made that in the event of a sale of a lot or lots, and the nonpayment at that time of any unpaid maintenance assessments, including those that have accrued prior to the date of the sale including late charges if any for their collection from the new owner who will likewise be subject to suit, and will also have to pay all cost and expenses of resale of any property covered by the aforesaid protective covenants, the Developer or Association should be contacted to determine if there are any unpaid assessments and, if so, the amount owed, and pay any proration to those assessments that should be collected at the time of sale.

34. ENFORECMENT BY HOMEOWNERS ASSOCIATION. Except for approvals and rights expressly reserved herein unto the Developer or its agent, assignee or nominee, and not later transferred to the Homeowners Association. The Association shall have standing to enforce the within restriction, covenants and obligations in the same manner and to the same extent as does the Developer or any other owner. The powers and authorities herein granted to the said Association shall be in addition to such other and further rights, duties and obligations which may be set forth in the Bylaws of the Association adopted in accordance with the terms thereof.

35. DELEGATION OF DEVELOPER'S RIGHTS. All rights reserved unto the Developer herein remain exclusively with the Developer, its successors, nominee and/or assigns, provided, however, Developer may assign and/or delegate all or any part of such reserved rights to the Association.

36. TERM OF ENFORCEMENT AND AMENDMENTS. These covenants, conditions, easements and restrictions shall be binding upon the Developer, its successors and assigns, and upon all future owners, their respective heirs, successors and assigns and all parties claiming under them, until January 1, 2033, at which time the terms hereof shall be automatically extended for successive periods of ten (10) years thereafter, unless the then owners owning at least two-thirds (2/3) of the Lots in Stone Gate agree in writing to terminate or change same. The terms and conditions of this instrument may be amended or changed only upon written agreement of the then Owners owning at least two-thirds (2/3) of the Lots in Stone Gate. Notwithstanding anything herein to the contrary, the Developer, its successors and assigns, reserves the right to waive, modify or change in writing, any of the items hereof with the respect to the application thereof to a lot based upon special, unique or unusual circumstances, but not such waiver, modification or change shall substantially affect the overall plan of the development.

37. EFFECT OF COVENANTS AND ENFORCEMENT.

A. Effect of Provisions of These Covenants. Each owner, tenant and guest, their successors, heirs and assigns, and all others who take interest in land or realty with Stone Gate do promise, covenant and undertake to comply with each provision of these Covenants, which provisions are:

(1) shall be considered and deemed to be incorporated in each deed or other instrument by which any right, title or interest in any lot is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument;

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

(3) shall be deemed a real covenant by the Developer for itself, its Successors and assigns and also an equitable servitude, running in each case, both as to burdens and benefits with and upon the title to each lot;

(4) shall be deemed a covenant, obligation and restriction secured by a lien binding, burdening and encumbering the title to each lot, which lien with respect to any such lot

B. Who May Enforce. The benefits and burdens of these covenants run with the land at law and in equity, and the Developer, his respective successors, assigns, and/or any owner, his heirs, successors, legal representative, Personal Representatives and assigns shall have the right to proceed against any party in violation of these covenants and to compel a compliance to the terms hereof and to prevent the violation or breach in any event.

C. Against Whom May the Covenants be Enforced. The obligation and benefits prescribed by this instrument shall run with the property and shall be enforceable against the owner, his heirs, successors and assigns, or any other person whose activities bear a relation to the property, including but not limited to guests and tenants when the aforesaid persons or entities engage in activities (including omissions and failures to act) with constitute violation or attempts to violate contravene or circumvent the terms hereof.

D. Enforcement Remedies. In addition to other enforcement rights mentioned herein, in the event that any structure is erected, constructed, reconstructed, altered, repaired, converted or maintained, or any structure or land use is in violation of these covenants, the Developer, its successors and assigns, the Association or any owner may institute appropriate legal proceedings or actions at law or in equity, including, but not limited to, actions; (1) to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use; (2) to restrain, correct or abate such violation or breach of these covenants; (3) to prevent the occupancy of any dwelling or land; (4) to prevent any act, conduct business or use which is in breach of these covenants; or (5) to compel any affirmative act which, pursuant to these covenants "shall", be performed. Any action in equity hereunder for the enforcement hereof shall not be barred on the grounds that there may also exist and adequate remedy at law. The prevailing party in any action to enforce these restrictions shall also be entitled to reasonable attorney fees against the other party. The Association shall have the further right to assess a daily penalty of $25.00 against any

property owner activity and knowingly violating the terms and conditions of the Covenants. The property owner will have ten (10) days from the date of such written notice to rectify the violation. Should the property owner not comply with the terms and conditions of the Covenants within the aforementioned ten-day period, the daily $25.00 penalty shall attach to the property on the eleventh day and continuing. This penalty will accrue at a rate of $25.00 per day until such time the property owner demonstrates full compliance with the terms and conditions of the covenants. All monetary penalties assessed, if not satisfied, shall continue a lien on the property in question. Any such monetary penalty shall be paid directly to the Association. The assessment of a monetary penalty shall be an additional remedy and the Association shall retain. The use of any and all other enforcement rights noted in the Covenants. The utilization of any one particular enforcement remedy shall not constitute a waiver of any other remedies.

38. MISCELLANEOUS.

A. No Waiver. Failure to enforce any provision or provisions of this instrument for any period of time by the Developer, the Association or any owner shall not be deemed a waiver or estoppel of the right to enforce same at any time thereafter.

B. Board Authorization. All actions of the Association shall be authorized action if approved by the Board of Directors of the Association in accordance with its by-laws, unless terms of this instrument provide otherwise.

C. Captions. The captions and headings in the instrument are for convenience only and shall not be considered as controlling in construing the provision hereof.

D. Gender, Tense, Number and Applicability of Definitions. When necessary for proper construction, the masculine form of any word used herein shall include the feminine or neutral gender, and the singular, the plural, and vice versa, and words used in the present tense shall include future tense.

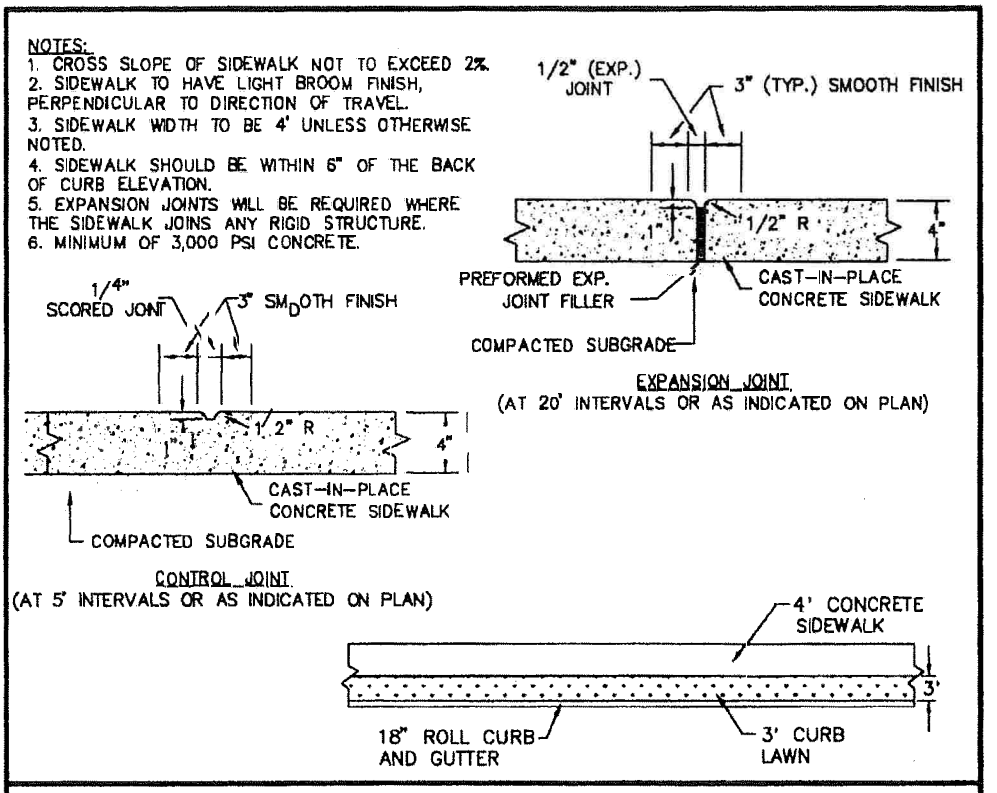
E. Savings Clause. If any provision or provisions of this instrument are found to be ineffective or unenforceable for any reason in the final judgment of any court having jurisdiction of the subject matter hereof, the remaining provisions hereof shall remain fully enforceable and binding upon the owners,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

APPENDIX A

STONE GATE

SIDEWALK CONSTRUCTION STANDARDS

Sidewalks, if applicable, shall be constructed by the Lot owner or its builder as shown on the recorded Final Plat for Stone Gate. The sidewalk must extend to the side property lines and be built at the time of each Lot's driveway installation, and constructed according to the standard details shown below as approved for Stone Gate by Spartanburg County Engineering Department. All sidewalks shall be four (4) feet wide and be placed three (3) feet behind the back of the curb, and must tie into any adjoining handicap ramp(s) or existing sidewalks with an expansion joint. Handicap ramps tying into the street curb and gutter will be installed by the Developer during site development.



CONCRETE SIDEWALK

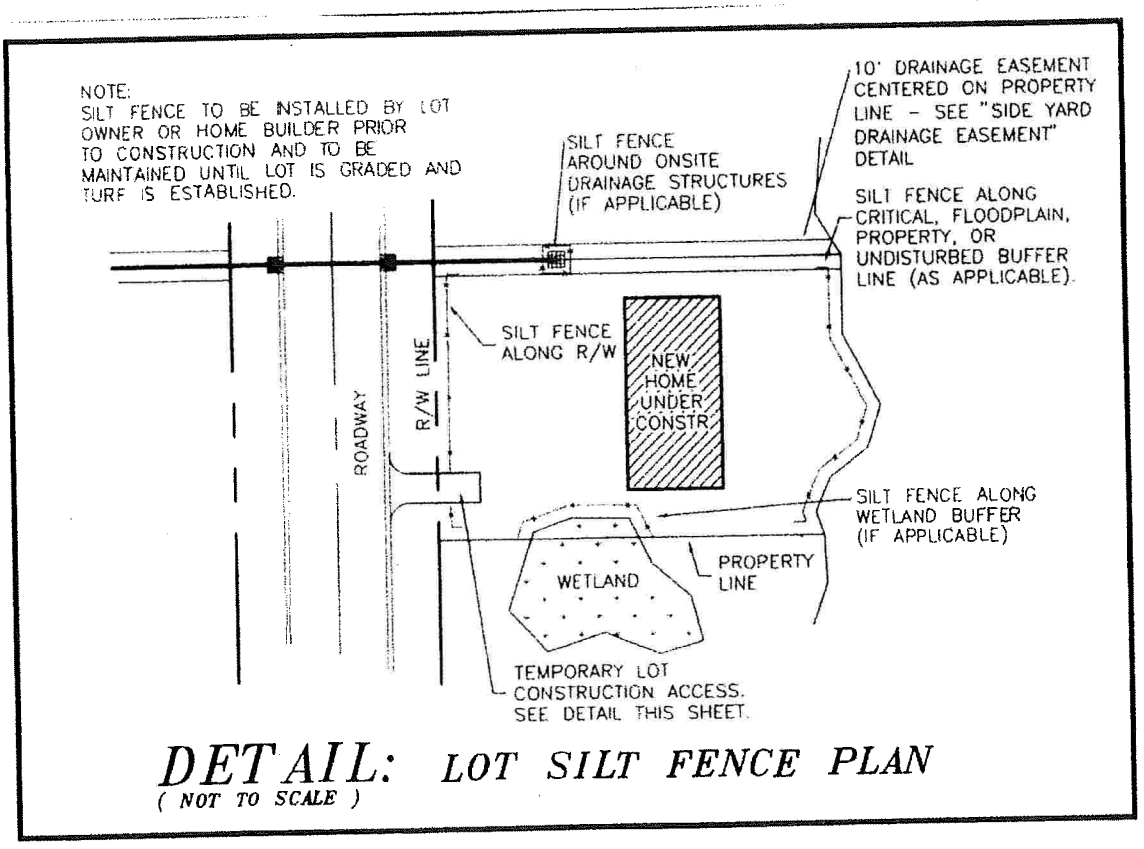
APPENDIX B

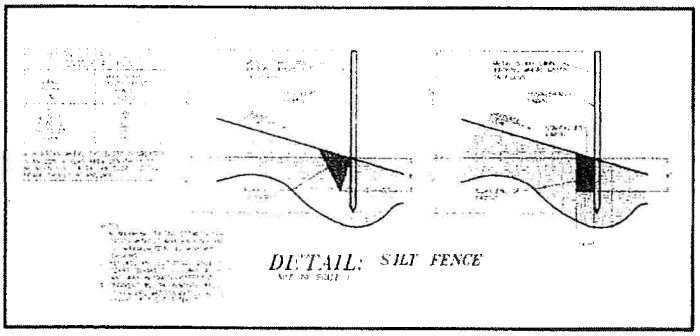
STONE GATE
CONSTRUCTION BEST MANAGEMENT PRACTICES

SEDIMENT CONTROL

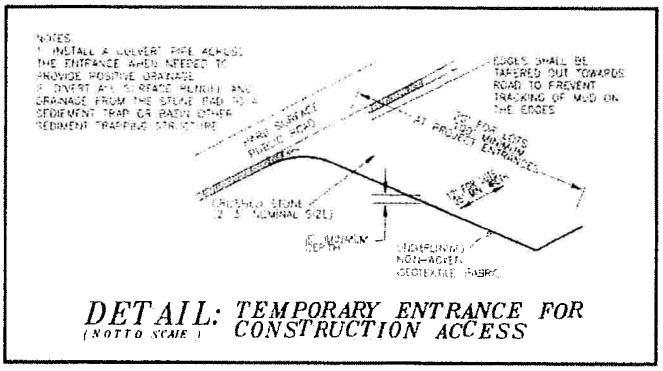
All sediment control measures shall be inspected at least once every 7 calendar days and after any storm event of greater than 0.5 inches in precipitation during any 24 hour period. All sediment control features shall be maintained until final stabilization has been obtained. All temporary control devices shall be removed once construction is complete and the site is stabilized.

Provide silt fence and/or other control devices, as may be required, to control soil erosion during construction. The contractor must take necessary action to minimize the tracking of mud onto the paved roadway from construction areas. The contractor shall daily remove mud/soil from pavement, as may be required.





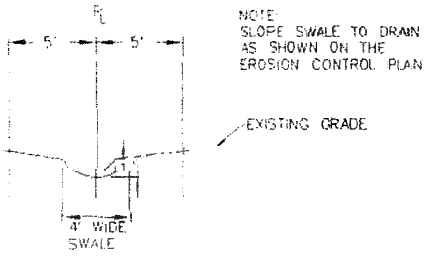
DETAIL: SILT FENCE



DETAIL: TEMPORARY ENTRANCE FOR CONSTRUCTION ACCESS
(NOT TO SCALE)

STORMWATER MANAGEMENT/ DRAINAGE PATTERNS

The individual lot owner shall be responsible for maintaining the existing drainage patterns as closely as possible. Developed drainage patterns shall be maintained in a sheet flow condition unless a 10' open channel easement (see detail below) has been provided to allow for concentrated flows, or arrangements are made with either upstream or downstream lot owners to concentrate runoff into a property line easement in such a manner that it will not impact the development or use of the adjacent lots. The final plat for Stone Gate indicates the direction of post construction drainage flow along the lot lines.



DETAIL: SIDE YARD DRAINAGE EASEMENT
(NOT TO SCALE)

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 13 day of June 2014.

Signed, Sealed and Delivered
in the Presence of:

Regina Hall

Kandi J Balmer

by: [signature] Member (SEAL)
Avery Construction LLC

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Grantor(s) sign, seal and as the Grantor's(s') act and deed deliver the within deed and that (s)he with the other witness subscribed above witnessed the execution thereof.

Regina Hall

SWORN to before me this 13th day
of June, 2014.

Kandi J Balmer (SEAL)
Notary Public for South Carolina
My Commission Expires: 3/24/20

DEE-2018-54570

DEE BK 121-Y PG 551-557
Recorded 7 Pages on 11/29/2018 03:10:11 PM
Recording Fee: $13.00
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
Dorothy Earle, Register Of Deeds

CORPORATE BY-LAWS

STONEGATE HOMEOWNERS ASSOCIATION, INC.

STONEGATE HOMEOWNERS ASSOCIATION

Proposed By-Laws

Article I - MEETINGS OF PROPERTY OWNERS

§1. Place of Meeting. Meetings of property owners may be held at such place, either within or without the County, as may be designated by the President, or other officer.

§2. Annual Meeting. A meeting of the property owners shall be held annually to elect officers and to transact other business as may properly come before the meeting. The meeting shall be held at the date, time and place prescribed in the notice of such meeting. If the Association shall fail to hold an annual meeting for a period of thirty days after the time herein specified, a substitute annual meeting may be called by any person(s) entitled to call a special meeting of the property owners.

§3. Special Meetings. Special meetings of the officers and/or property owners may be called for any legitimate purpose by the President; or by such other officers as may be provided. No business other than that specified in the notice of meeting shall be transacted at any such special meeting.

§4. Notice of Meeting. Written or printed notice stating the date, time and place of meetings, and, in the case of a special meeting, the purpose or purposes for which the meeting is called shall be delivered not less than ten nor more than forty days before the date of the meeting. Such notice shall be delivered, personally or by mail, by or at the direction of the officer or persons calling the meeting to each property owners of record entitled to vote at such meeting. If mailed, such notice shall be deemed delivered when deposited with postage prepaid in the United States mail, addressed to the property owners. Attendance of a property owner at a meeting, in person or by proxy, shall of itself constitute a waiver of notice, except when the property owner attends a meeting solely for the purpose of stating his or her objection, at the beginning of the meeting, to the transaction of any business on the ground that the meeting is not lawfully called or convened.

§5. Fixing of Record Date. The President may fix in advance a record date for the

determination of property owners entitled to notice of, or to vote at, any meeting or to receive a distribution, or for any other proper purpose. In no case shall such date be more than fifty days or, in case of a meeting of property owners, less than ten full days, prior to the date on which the particular action requiring such determination of property owners is to be taken.

§6. Quorum. A majority of the property owners entitled to vote, either in person or by proxy, shall constitute a quorum at a meeting of property owners for the purpose of transacting any business. The property owners present at a duly called meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough property owners to leave less than a quorum. In the absence of a quorum, any meeting of property owners may be adjourned by vote of a majority of the shares present.

§7. Voting. (a) Except as otherwise provided, any association action authorized at a meeting of property owners, which has been duly called and at which a quorum is present, shall require a majority of the votes cast at such meeting by the legal owners on the subject matter.

(b) Each lot in the subdivision shall be entitled to one vote. If the individual owners of a lot are split as to their voting on an issue, then each owner may cast a fractional vote. Unless otherwise required, if only one of the owners of a lot is present for a vote, that owner may cast a vote for the entire lot, as an assumed undocumented proxy for all of the other property owners of that lot.

(c) At all meetings of property owners, a property owner may vote in person or by proxy executed in writing by one or more property owners, or his or her duly authorized attorney in fact. No proxy shall confer authority to vote at any meeting, or any adjournment thereof, other than the next meeting to be held after the date on which such proxy was first sent or given. Every proxy shall be revocable at the pleasure of the property owner executing it. Revocation of a proxy may be effected by an instrument which its terms revokes such proxy, or by a duly executed proxy bearing a later date. Shares held by any executor, administrator, guardian or committee may be voted by such person, upon proof of appointment, without transfer of shares into such representative's name. Shares

standing in the name of a person as life tenant may be voted by such life tenant. Shares held jointly or as tenants in common by two or more persons may be voted by one such property owner. Generally, where shares are held jointly or as tenants in common by more than two persons, the act of a majority of those acting shall bind all such Property owners.

Article II - OFFICERS

§1. Number. The officers of the Association shall be a President, one or more Vice Presidents, a Secretary and a Treasurer, each of whom shall be elected by the property owners. Such other officers as may be deemed necessary may be elected or appointed by the property owners. Any two or more offices may be held by the same person, who may act in more than one capacity where action by two or more officers is required.

§2. Election and Term of Office. The officers shall be elected by the property owners at their annual meeting. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. The officers and board members shall hold their offices until their successors are chosen and have qualified or until their resignation or removal.

§3. Removal. Unless otherwise provided herein, any officer or agent elected or appointed by the President may be removed by the President whenever in his or her judgement the best interest of the Association would be served thereby. Any officer or agent elected by the property owners may be removed only by vote of the property owners.

§4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the President for the unexpired portion of the term, or until such position is filled by the property owners.

§5. President. The President shall be the principal executive officer of the Association and, subject to the control of the property owners, shall in general supervise and control all of the business and affairs of the Association. He or she may sign, with the Secretary or any other proper officer of the Association authorized by the property owners, any contracts, or other instruments which the property owners have authorized to be executed, except in cases where the signing and executing thereof shall be expressly

delegated by the property owners or by these Bylaws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the property owners.

§6. Vice President. In the absence of the President or in the event of his or her death, inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated at the time of the election, or in the absence of any designation, then in the order of their election) shall perform the duties of the President and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

§7. Secretary. The Secretary shall: (a) keep the minutes of the proceedings of the property owners in one or more books provided for that purpose;

(b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;

(c) keep a register of the post office address of each Property owners;

(d) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or by the property owners.

§8. Treasurer. The Treasurer shall: (a) have charge of and custody of and be responsible for all funds and securities of the Association;

(b) receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provision of Article III of these Bylaws; and

(c) in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the property owners. If required by the property owners, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Property owners shall determine.

Article III - CONTRACTS, LOANS, CHECKS AND DEPOSITS

§1. Contracts. The President may authorized any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

§2. Loans. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the property owners. Such authority must be confined to specific instances.

§3. Checks, Drafts, etc. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the property owners.

§4. Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the President may select.

Article IV - FISCAL YEAR

The fiscal year of the Association shall be as determined by the property owners.

Article V - AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by a majority vote of the property owners then entitled to vote in the election of officers.

The undersigned hereby certifies that the foregoing Bylaws have been adopted as the first Bylaws of the Association.

Secretary

4/14/17

Secretary's Initials

Dated: _____

Secretary's Initials _____