

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

AMENDED
DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
FOR CREEKSIDE VILLAS

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Creekside Villas was filed in December, 1981 at Book 1160, Page 206 with the Register of Deeds for the County of Greenville, State of South Carolina; and

WHEREAS, Creekside Villas Homeowners Association, Inc. is a corporation existing pursuant to the laws of the State of South Carolina; and

WHEREAS, a majority of the members of the Association wish to amend the Declaration of Covenants, Conditions and Restrictions as set forth below; and

WHEREAS, all other terms of the Covenants, Conditions and Restrictions and Bylaws of Creekside Homeowners Association, Inc., will remain in full force and effect if not changed herein; and

WHEREAS, on October 22, 2019 fifty one (51) percent of the members of the Association did vote to approve and amend the Covenants, Conditions and Restrictions as set forth herein to comply with South Carolina State Non-profit Homeowners Associations Act Number. 245(H.3886)(Sec1, 27-30-110 et seq. of Code of South Carolina, 2018 as amended.):

NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions shall be amended as follows:

ARTICLE I

DEFINITIONS

Section 1. “Planned Unit Development” or “PUD” shall mean or refer to a designed grouping of varied and compatible homes in a community.

Section 2. “Association” shall mean and refer to Creekside Villas Homeowners Association Inc., a South Carolina non-profit corporation, a property owner’s association pursuant to the declarations.

Section 3. “Board of Directors” or “Board” means those designated in the Bylaws to act on behave of Homeowners Association to govern as the Directors of the Association.

Section 4. Homeowner means a person(s) or entity who owns a unit in Creekside Villas.

Section 5. Unit means a lot/residence in Creekside Villas subdivision.

Section 6. Management Company shall mean a corporation, limited liability company, or other similar organization, if any, that has been employed by the Association to manage day –to- day administration of the property in a manner directed by the Creekside Villas Board of Directors.

Section 7 “Building” shall mean and refer to a structure containing one or more residences constructed or erected on the Property.

Section 8. “Bylaws” means the documents, and amendments to it, that contain the procedures for conducting the affairs of the Homeowners Association.

Section 9. “Declarations”: means The Declarations of Creekside Villas Homeowners’ Association and the instrument by which the property is submitted to the provisions of this document as hereinafter provided, and such Declarations from time to time amended. Also known as CC&R – Declaration of Covenants, Conditions, and Restrictions that have been recorded with Greenville County.

Section 10. Department means or may be cited as the” Department of Consumer Affairs Services for Homeowners and Homeowners Associations Act processes and mediates written consumer complaints. (Details in Handbook)

Section 11. “Common area” shall mean and refer to all land within the property owned by the Association along with facilities and improvements erected or constructed thereon, for the exclusive use and enjoyment of members of the Association as shown on the aforementioned recorded plat and the plats of additional properties hereafter annexed as hereinafter provided.. Said common area shall be maintained by the Association. “The common area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

ALL that piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, located on the northeastern side of Mountain Creek Church Road in the Pebble Creek area of Greenville County and having according to a plat entitled “Creekside Villas Phase One” prepared by Arbor Engineering, Inc., dated November 30, 1981 being recorded the following metes and bounds, to-wit:

BEGINNING at a point in the center of Mountain Creek Church Road where the same crosses over a creek and running thence with the center of said road S.6-40 E. 40.76 feet to a point; thence continuing with the center of said road S. 2-41 E. 111.73 feet to a point in the center of said road; thence N. 56-36 E. 501.98 feet to an iron pin; thence N. 12-30 E. 71 feet to a point; thence N. 49-00 W. 294 feet to a point; thence N. 17-56 W. 62.33 feet to an iron pin; thence S. 61-10 W. 254 feet to a point to a manhole in a sanitary sewer line; thence S. 9-47 E. 44.41 feet to an iron pin; thence S. 55-59 W. 161.53 feet to a point in the center of Mountain Creek Church Road; thence with the center of Mountain Creek Church Road the following courses and distances: S. 47-25 E. 67.46 feet, S. 40-39 E. 67.62 feet, and S. 29-21 E. 105.63 feet to a point where Mountain Creek Church Road passes over a creek, the point of beginning. That portion of property being described herein as lying within the right of way of Mountain Creek Church Road as shown on said plat is subject to the right of the general public to use the same. (Exhibit (A) Survey Map

Section 12. "Common expenses" shall mean and include:

- (a) All sums lawfully assessed by the Association against its Members;
- (b) Expenses for maintenance of the residences as provided in this Declaration;
- (c) Expenses declared to be common expenses of the administration, maintenance, repair or replacement to the common areas by the Association and expenses agreed upon by its members to be common expenses by the provisions of this Declaration or the Bylaws;
- (d) Expenses agreed by the members to be common expenses of the Association;
- (e) Hazard, liability or such other insurance premiums as the Declaration or Bylaws may require the Association to purchase;

Section 13. "Common profits" shall mean and refer to the balance of all income, profits, and revenues of the Association remaining after the deduction of the common expenses or reserves therefore. Common profits shall not mean or include any sums lawfully assessed against members by the Association.

Section 14. "Lot" shall mean and refer to any plot of land, other than the common area, shown on a recorded subdivision plat of the Property and upon which a residence has been or may be constructed.

Section 15 “Member” shall mean a member who is titled/deeded and refer to every person who is a member of the Association.

Section 16. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the Property, including contract sellers, but excluding those who have such interest merely as security for the performance of an obligation.

Section 17. “Person” shall mean and refer to any individual, corporation, partnership, association, trustee or other legal entity.

Section 18. “Property” shall mean and refer to that certain real Property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association by annexation.

Section 19. “Residence or unit” shall mean and refer to dwelling or place of residence, whether townhouse, patio home, flat or otherwise constructed upon a lot within the property and constituting all or part of a building.

ARTICLE II

ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Additional properties and improvements, including Common area may be annexed in the manner provided in this Article to the Property herein described. Additional properties so annexed shall be merged with the property herein described and any other previously annexed property, and shall be subject to the provisions of this Declaration and to the Articles of Incorporation and Bylaws of the Association.

Section 2. The total number of lots within the property herein described and that subsequently annexed shall not exceed thirty-two (32). All properties annexed shall be contiguous to the Property herein described or to property previously annexed. A legal description of Phase One and additional properties which may be annexed is described in the aggregate in (Exhibit “A”) being attached hereto and made a part of this Article by reference to said exhibit.

Section 3. In addition to the annexations as provided in Section 2 of this Article, other contiguous property may be annexed at any time with the express consent of two-thirds (2/3) of the members of the Association.

ARTICLE III PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every assessed lot, subject to each of the following provisions:

(a) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the common area and/or facilities.

(b) The right of the Association to suspend the voting rights of a member or any person to whom (s)he has delegated his voting right, for any period during which any assessment, fine or interest against his/her lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) The right of owners to the exclusive use of two (2) parking spaces as provided for in this Article.

(d) The right of the Association to formulate, publish and enforce rules and regulations as provided in Article X.

Section 2. Delegation of Use: Any owner may delegate, in accordance with the Bylaws, his rights of enjoyment to the common area and facilities to the members of his family or contract purchasers provided every such delegee shall reside on the Property.

Section 3. Title to Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the common areas located in Phase I as shown upon the recorded plat referred to in the premises of this Declaration, to the Association, free and clear of all liens and encumbrances, at the time or prior to the conveyance of the first lot in each respective Parcel, except utility and drainage easements and easements to governmental authorities upon condition that such area as shall be designated "common area" shall be for the sole and exclusive use and benefit of members, as

long as such area is maintained in conformity with requirements of the Declaration, the Bylaws, and the Articles of Incorporation of the Association, at the sole expense of the owners. Similarly, the Declarant will convey to the Association upon the same conditions and for the same uses and purposes, common areas which are parts of any additional properties that are annexed by it in the future.

Section 4. **Parking Rights.** All persons shall comply with state laws, Department of Motor Vehicle regulations, and posted traffic signs while on the Association private road and parking lots. Any vehicle not displaying current state marker plates, registration and/or current license plate sticker parked in the common area will, after notification to member, be removed by or on behalf of the board at the risk and expense of the owner.

(a) **10 miles per hour** – speed limit on the common roadway. Fines may be levied.

(b) The owner(s) of each lot/residence shall be entitled to two (2) parking spaces with the right of ingress and egress in and upon said parking spaces. Unless extenuating circumstances, Owner(s) may not maintain more than two (2) vehicles on the premises without notifying The Board or Management Team. All other vehicles shall be parked and stored elsewhere.

(c) Driveways and parking spaces shall be properly maintained, and free of oil and grease. Any vehicle with gasoline, oil or emission leaks parked on the common area must be repaired by owner(s) or removed from property. (Damage to asphalt as a result of leaks must be repaired at owner expense.)

(d) No unregistered, abandoned, inoperable, unused or unsightly looking vehicles shall be parked within the community. Unregistered, abandoned, inoperable or unsightly vehicles will be towed away at owner's expense.

(e) All owners and residents are responsible for informing their guests, children and visitors about the Association parking restrictions and visitor parking locations.

(f) Motor Vehicles except commercial motor vehicles shall be stored in Unit Owner's garage or assigned parking areas, including motor vehicles of guests and business invitees of Unit Owners .

(g) All boats, boat accessories, camping trailers, RV's, go-carts, all-terrain vehicles and/or similar equipment used for personal enjoyment of an owner(s) must be stored in owner's garage if available or removed to another location after use within twenty-four hours. Personally owned golf carts

may be operated on roadway and parked in garages or under rear decks with permission from the Board of Directors. Motor driven motorcycles, mopeds or golf carts are allowed to be operated on the roadway of the Association but may not be driven on the sidewalks or unpaved common areas.

(h) Bicycles, skateboards, scooters are prohibited on Creekside Villas roadway property. With the exception that Bicycles are granted egress and ingress to public roadways.

(i) No commercial, construction or two axle-six wheel trucks may be kept, parked, stored or used on any portion of the common area or any portion of a lot or roadway within or adjacent to the property. Parking of all such vehicles and related equipment in front of said premises, other than on a temporary and non-recurring basis is prohibited without prior approval of the board of directors.

ARTICLE IV

MEMBERSHIP

Section 1. Every person who is deeded record owner of a fee or undivided fee interest in any lot/resident which is subject by covenants of record to assessment by the Association, including contract sellers, by excluding persons who held an interest merely as security for the performance of any obligations, shall be a member of the Association. Ownership of such interest shall be the sole qualification for such membership; no owner shall have more than one membership in the Association and there shall be only one vote per unit in such Association. Membership shall be appurtenant to and may not be separated from ownership of any lot or residence which is subject to assessment. The Board of Directors with managing agent may make reasonable rules regarding proof of ownership.

ARTICLE V

VOTING RIGHTS

Section 2. Voting and Proxies.

(a) Voting Members shall all be deeded owners. Members shall be entitled to one vote for each lot or residence owned. When more than one person holds an interest in any lot or residence all such persons shall be members. The vote for such shall be exercised as the owners thereof determine, but in

no event shall more than one vote be cast with respect to any lot or residence and no fractional vote may be cast with respect to any lot or residence.

(b) Proxies Each Member entitled to vote may vote in person or by proxy at any meeting of the Association. Each proxy shall be executed in writing by the Member or by his duly authorized attorney-in-fact, dated as of its execution and shall be filed with the Secretary of the Association. No proxy shall confer authority to vote at any meeting other than the next meeting, or adjournment thereof, held after the date on which the proxy was executed. A proxy shall be revocable if member attends the Association Meeting. (Sample form – Exhibit B’')

ARTICLE VI

COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot or residence owned within the Property, hereby covenants, and every other owner of any lot or residence by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association:

- (a) Annual assessments or charges;
- (b) Special assessments for capital improvements, and;
- (c) Special assessments for purchase, reconstruction of residences, roadways, water main repair or other budgetary short falls shall be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the lot and improvements against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney’s fees shall also be the personal obligation of the person who was the owner of the lot or residence at the time when the assessment fell due. The personal obligation of an owner for delinquent assessments shall not pass to his successors in title unless expressly assumed by them and then only with the consent of the Association. All common area assessments shall be shared equally by the owners of each lot or residence.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used for promoting the recreation, health, safety and welfare of the residents and for other purposes deemed necessary by the Board of Directors for operations of the Homeowners Association; enforcing these covenants and the rules of the Association; improving and maintaining the Property and the residences situated thereon; and providing the services and facilities for purposes of and related to the use and enjoyment of the common area and facilities.

Section 3. Amount of Assessment.

(a) Assessment Increase. The annual Assessment effective for any year may be increased after January 1 of the succeeding year by the Board of Directors, without a vote of the membership, by a percentage which may not exceed the percentage increase reflected in the United States Consumer Price Index.

(Explanatory Note It is the objective of this paragraph (a) to enable the Board of Directors to increase dues sufficiently to assure the adequate maintenance to which every homeowner is entitled. On the other hand, the Board of Directors should not have unlimited authority to raise dues without the consent of at least two-thirds of the homeowners. The Consumer Price Index, which is published by the Federal Government, reflects rises and falls in the cost of living. However, it is formulated by tabulating the price of many factors, such as wages, food, clothing, housing, etc. The items included in the Consumer Price Index, which would directly affect the need to lower or raise the dues of homeowners in order to properly maintain homes, landscaping, parking areas, and other common facilities, would be such items as costs of labor, exterior staining, roofing, and landscape maintenance. Conceivably, during some years the cost of these items may rise more than the average increase in the Consumer Price Index. To allow for such a possibility, the Board of Directors may raise dues from year to year in order to assure proper maintenance and thereby protect property values of the homeowners. On the other hand, the homeowners must be protected against any excessive increases in dues by the Board of Directors without the consent of the homeowners. To accomplish such objectives it is essential to use some formula. The Consumer Price Index is used by many associations because it provides a generally accepted measurement of the rise in cost of living. If the Consumer Price Index formula should ever prove inadequate to provide for the maintenance which the Board of Directors feel is necessary, the Board must then obtain the positive consent of forty percent (40%) of the homeowners or proxies for a meeting duly called for such purpose as provided in

paragraph (a) of this Section 3 in order to increase dues to an amount greater than is permitted under the Consumer Price Index formula).

(b) Increase by Members. The annual assessment may be increased by a percentage greater than that established by the Consumer Price Index formula by an affirmative vote of forty percent (40%) of members who are voting in person or by proxy, at a meeting duly called for such purpose, written notice setting forth the purpose of the meeting, shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, by posting at mail stations, on Internet website (www.thecreeksidevillas.com), via electronic mail or hand delivered with proxy. The limitations herein set forth shall not apply to any increase in assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) Criteria for Establishing Annual Assessment. In establishing the annual assessment for any assessment year, the Board of Directors shall consider all current costs and expenses of the Association, any accrued debts, and reserves for future needs, but it may not fix the annual assessment in an amount in excess of the sums derived by application of the Consumer Price Index formula provided in Subsection (a) without the consent of members required by Subsection (b) of this Section 3.

(d) Premiums for the group or blanket hazard insurance policy shall be a common expense and shall be collectible in the manner and to the same extent as provided for annual assessments in this Article VI.

Section 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 in part, the costs of construction, reconstruction, unexpected repair or replacement of a described capital improvement upon the common area, including the necessary fixtures and personal property related thereto, provided that any such Assessment shall have the assent of 40 percent (40%) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which, setting forth the purpose of the meeting, shall be sent by posting at mail stations, on the Internet website (www.thecreeksidevillas.com), via electronic mail or hand delivered with proxy to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be posted at mail

stations, on the Internet website (www.thecreeksidevillas.com), via electronic mail or hand delivered with proxy for all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of forty percent (40%) of members voting in person or by proxies at a entitled meeting shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Sample Notice Exhibit D.

Section 6. Assessment Rate.

(a) Annual Assessments must be fixed at a uniform rate for all lots or residences on a per lot basis and will be collected on a monthly basis. Owners who do not reside full time upon the Association property must pay their Annual Assessment yearly on January second (2nd) of each year.

Section 7. Date Of Commencement Of Annual Assessments; Due Dates.

The annual assessments provided for herein shall be paid in equal monthly installments and the payment of such shall commence as to each lot and/or residence on the first day of conveyance to the Homeowners Association.

The Board of Directors shall fix the amount of the annual assessment against each lot and/or residence at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The annual assessment due date as established by the

Board of Directors shall be the first day of each month. Annual Assessments for Owners who reside part time upon the Association property must pay their Annual Assessment yearly on January second (2nd).

The Association, if requested, upon demand, shall furnish a certificate in writing signed by a director or managing agent of the Association setting forth whether the assessments on a specified lot or residence have been paid. A properly executed certificate of the Association as to status of assessments on a lot or residence is binding upon the Association as of date of issuance. Certificate (Exhibit "C")

Section 8. Effect of nonpayment of Assessments: Remedies of the Association: Any Assessment or portion thereof which is not paid when due shall be delinquent. If the assessment or portion thereof is not paid within thirty (30) days after the due date, the same shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum. The Association may bring an action against the owner personally obligated to pay the same, or file a formal lien against the property and, in either event, interest, costs, and reasonable attorney's fees of

any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the common area or abandonment of this lot or residence.

Section 9. Subordination of the Lien to Mortgages. The lien or assessments provided for herein on any lot/residence shall be subordinate to the lien of any first mortgage on such lot/residence. Sale or transfer of any lot shall not affect the assessment lien; however, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot/residence owner from liability for any assessments becoming due or from any subsequent sale or transfer of property.

ARTICLE VII

RESIDENT MAINTENANCE

Section 1. Exterior Association Responsibilities.

(a) In addition to maintenance of the Common areas, the Association shall provide major exterior maintenance upon each lot or residence which is subject to assessment hereunder, to include: trees, shrubs, grass, sidewalks, entrance walkways, bridge, boardwalk and other common ground improvements, repairing and resurfacing of pavement, stain and/or paint of exterior building surfaces, repair, replace and care for roofs, and other such exterior improvements. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each lot at reasonable times to perform maintenance as provided in this Article.

(The Association does not have a capital improvement budget nor reserve fund for these purposes.)

(b) Exterior member maintenance responsibilities upon each lot or residence includes maintaining the lot and residence in good condition and repair by their respective owners/members. Unless a catastrophic event, these shall be non-covered items under the Association Group Policy: Floor and wall coverings of any kind, building materials and cabinetry within a unit, improvements not a part of original structure, appliances and all fixtures to include but not limited to: gutters, skylights, exterior doors, windows, decking, lattice, entrance walkways, steps or stoops, chimney surrounds, concrete pads, electrical, plumbing or heating systems, air conditioners and compressors which may be located outside the unit.

- (c) Improvements not part of original structure: ie: sunrooms, screened porches;
- (d) Trash cans, wood piles, toys, fire place fuel tanks, TV dish systems and devices, antennas, decks, gutters, skylights, storm doors, exterior fireplace surrounds and clothes lines must be so located that they will not be visible from the street or golf course.
- (e) Fences and/or enclosures are not permitted on any portion of a lot.
- (f) Signs, For Sale Signs shall be placed in windows. No sign of any type may be placed on common area without permission of The Board.
- (g) Front porches must be kept neat and orderly. See Resolution I
- (h) Yearly on-going maintenance of front windows, front doors (natural wood reseal or brown tones), front Porch, steps, and stoops.
- (i) Flags: United States, State South Carolina, US Military, seasonal and college flags are permitted.
- (j) Holiday Decorations and Lighting – are permitted

If necessary, the Association will send written notice declaring a property unsightly and will give homeowner a reasonable length of time to make repairs or perform maintenance.

Sectuan 2. Interior Member Maintenance. The Association is not responsible for any interior maintenance from the inner edge of the vertical studs or furring strips and/or below the lowest edge of the ceiling joists, rafters or support members. The following expenses for repair or maintenance shall be considered non-covered items under the Association Group Policy unless a catastrophic event common to all Unit owners. Any owner may, at his own expense, carry individual homeowners insurance deemed advisable beyond that included in the blanket group policy required by the Association. Maintenance includes:

- a. All interior drywall or plastered surfaces;
- b. Floor and wall coverings of any kind;
- c. Cabinetry and building materials of any kind;
- d. Appliances;
- e. Window Coverings shall be tasteful curtains or blinds.
- f. All fixtures, such as those used with, connected to or are part of the electrical, plumbing or heating systems, air conditioners, and compressors which may be located outside the residence;

Section 3. Smoke Detectors. Unit Owners shall install and maintain smoke detectors in good operating condition. Smoke detectors are required, by law in each unit. The unit owner shall be responsible for keeping the smoke detector(s) operable at all times.

Section 4. Fireplaces. Fireplaces within Creekside Villas HOA, Incorporated unless certified by a professional to operate safely as a wood burning fireplace may only be operated with propane or electric inserts. This assurance will protect all residents from fire hazards as a result of overheated fireboxes. These certificates must be registered with the Homeowners Association Secretary or management team.

Section 5 In the event that the need for maintenance or repair of a lot or the improvements therein is caused through the willful or negligent acts of it's owner or family, contract purchasers, guests, or invitees, or is caused by fire, lightning, windstorm, hail, explosion, riot, riot attending as defined and explained in South Carolina standard fire and extended coverage insurance policies, the cost of such maintenance, replacement, or repairs shall be added to and become a part of the assessment to which such lot/residence is subject.

Section 6. Planting vegetation around a residence by a Member requires prior written approval from the Board of Directors or Managing Agent. This request should list plantings, care, height, shade or sun requirements and location around residence.

ARTICLE VIII

PARTY WALLS

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

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use, unless damage is the result of one owner.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it and if the other owners thereafter make use of the

wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such owner to for call a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

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

Section 5. Right to Contribution Runs With Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 6. Easement And Right Of Entry For Repair, Maintenance and Reconstruction. Every owner shall have an easement and right of entry upon the lot of any other owner to the extent reasonably necessary to perform repair, maintenance, or reconstruction of a party wall. Such repair, maintenance, or reconstruction shall be done expeditiously, and, upon completion of the work, the owner shall restore the adjoining lot or lots to as near the same condition as that which prevailed prior to commencement of the work as is reasonable practicable.

Section 7. Certification With Respect To Contribution. If any owner desires to sell his residence or lot, he may in order to assure a prospective purchaser that no adjoining owner has a right of contribution as provided in this Article request of the adjoining owner or owners a certification that no right of contribution exists, whereupon it shall be the duty of each adjoining owner to make such certification immediately upon request and without charge. If the adjoining owner claims the right of contribution, the certification shall contain a recital of the amount claimed and the basis thereof.

Section 8. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, such dispute shall be settled by arbitration as provided under the laws of the State of South Carolina as they are now or hereafter amended. (Section 15-48-10 et. seq. of the Code of Laws of South Carolina 1976, as amended).

ARTICLE IX

ARCHITECTURAL CONTROL

Section 1. No storage building or sheds, tree houses, playhouses, fences or walls shall be commenced, erected, or maintained upon the property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of

the said improvements or alterations shall have been submitted to and approved in writing within thirty (30) days, Special consideration should be given to harmony of external design and location in relation to surrounding structures and topography when decided by the Board of Directors of the Association. In the event that the said Board or designated committee fails to approve or disapprove such design and location within thirty days (30) days after said plans and specifications have been submitted to them, approval will not be required and this article will be deemed fully complied with; provided, that the plans and specifications required to be submitted shall not be deemed to have been received if they contain erroneous data or fail to present accurate information upon which the Board or its committee can arrive at a decision.

Section 2. The said Board, its committees or managing agent shall have the right, at their election, to enter upon any lot during construction, erection, installation of improvements or alterations to inspect the work being undertaken in order to determine that such work is being performed in conformity with the approved plans and specifications and in a good and workmanlike manner, utilizing approved methods and good quality materials.

Section 3. The recorded plat indicates a small area as "reserved for possible future Recreational Area". The Association does not intend to develop or place any improvements in said area. However, the same is reserved to be used or improved by the members as they may agree.

ARTICLE X

USE RESTRICTIONS

Section 1. Rules and Regulations: The Board of Directors of the Association shall have the power to formulate, publish, and enforce reasonable rules and regulations concerning the use and enjoyment of the yard space of each lot or residence and the common area. Such rules and regulations, along with all policy resolutions and policy actions taken by the Board of Directors, shall be recorded in the "Rules and Regulation" section of the Handbook, and on the Web site at (www.thecreeksidevillas.com), available to all Members and at the Annual Meeting included in the "Handbook".

Section 2. Use of Property. Each building, the residences therein, and the common area and facilities shall be for the following uses and subject to the following restrictions, and, in addition to those set forth in the Bylaws:

- (a) All buildings and the common area and facilities shall be used for residential and related common

purposes. Each numbered lot/residence in the complex may not be subdivided and shall be used solely for residential purposes and exclusively as a single-family residential dwelling and for no other purpose.

(b) Nothing shall be kept and no activity shall be carried on in any buildings or residence or on the common area and facilities which will increase the rate of insurance, applicable to residential use, for the property or the contents thereof. No owner shall do or keep anything nor cause or allow anything to be done or kept in his residence or on the common area and facilities which will result in the cancellation of insurance on any portion of the property, or the contents thereof, or which will be in violation of any law, ordinances, or regulation. No debris or animal waste shall be committed on any portion of the common area or facilities.

(c) No industry, business, trade, occupation, or profession of any kind, whether commercial or otherwise, shall be conducted, maintained or permitted on any part of the property.

(d) No person shall undertake, cause, or allow any alteration or construction in or upon any portion of the common area or facilities except at the direction of and with the express written consent of the Board of Directors.

Section 3. Quiet Enjoyment:

Sunday – Thursday 10 pm – 7 am, Friday, Saturday 11 pm – 8 am. All other times by request of the Board.

(a) No obnoxious or offensive activity shall be carried on upon the property, nor shall anything be done which may be or may become a nuisance or annoyance to residents within the property. No person shall operate, cause to be operated or permit to be operated any radio, television, siren, car alarm, whistle, bell or other sound amplification device in such a manner and intensity and duration as to create unreasonable noise or loud sound which causes inconvenience and annoyance to persons of ordinary sensibilities.

In determining whether a noise is of such a character as to unreasonably disturb the peace and quiet of the community the following factors shall be considered:

- (1) Complaints of neighbors or other persons in the proximity
- (2) The location and time of day when the noise is produced.
- (3) The type, intensity and duration of the noise produced.

(b) Fireworks: Any composition or device designed for the purpose of producing a visible or audio effect by combustion or detonation is prohibited. The term does not include model rockets, toy cap pistols, emergency signal flares, illuminating torches, snake or glow worms, ground spinners, smoke devices or wire sparklers:

ARTICLE XI

EASEMENTS

Section 1. Driveways, Parking Areas and Utilities. All of the property, including lots and common area, shall be subject to a perpetual non-exclusive easement or easements in favor of all owners of lots or residences for their use and the use of their immediate families, guests or invitees for all proper and normal purposes for ingress and egress and regress and to such easements for driveways, parking areas, sewers, storm drainage facilities, propane gas lines, telephone and electric power lines, cable lines and other public utilities as shall be established prior to subjecting the property to this Declaration by the owners or its predecessors in title and for the use of the owner, their families, guests; and the Association shall have the power and authority to grant and to establish in, over, upon, and across the common area conveyed to it such further easements as are requisite for the convenient use and enjoyment of the Property.

Section 2. Structural Support. Every portion of a residence which contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of all other residences within the building.

Section 3. Emergencies. Every lot and residence shall be subject to an easement for entry by the Association for the purpose of correcting, repairing, or alleviating any emergency condition which arises upon any lot or within any residence that endangers any building or portion of the limited common area.

ARTICLE XII

COVENANTS OF OWNER TO KEEP UNITS INSURED AGAINST LOSS

TO REBUILD AND TO KEEP IN GOOD REPAIR

Section 1. The Owner covenants with the Association, on behalf of itself and on behalf of each subsequent owner of the lot/resident within the properties, and each owner of any lot/residence within the properties, by acceptance of a deed therefore, whether or not it shall be so expressed in said deed, or by exercise of any act of ownership, is deemed to covenant:

- (1) The Association shall obtain a group or blanket insurance policy equal to the full Replacement Cost Endorsement providing for replacement of a unit from insurance loss proceeds

- (2) The owner shall apply the full amount of any insurance proceeds to the rebuilding or repair of any dwelling unit (subject to the provisions and covenants contained in any mortgage or mortgages creating a lien against any lot or residence).
- (3) The owner shall rebuild or repair the dwelling in the event of damage thereto provided the dwelling is insured under a group or blanket hazard insurance policy which contains a replacement cost endorsement providing for replacement of a dwelling from insurance proceeds.
- (4) The owner shall keep the dwelling unit in good repair except for repairs required of the Association.
(see Article VII: Section 1(b) Member Exterior, Section 2, Interior)
- (5) Premiums for the group or blanket hazard insurance policy shall be a common expense and shall be collectible in the same manner and to the same extent as provided for annual and special assessments in Article V. Such policies shall provide that insurance proceeds payable on account of or loss of, or damage to, the real property shall be adjusted with the carrier(s) by Creekside Villas Homeowners Association, Incorporated and shall be payable solely to Creekside Villas Homeowners Association, Incorporated as Insurance Trustee for the homeowner(s). Such insurance proceeds shall be applied to repair or restoration of the property as hereinafter provided. All such insurance policies shall provide that coverage may not be cancelled by the carrier without first giving the Creekside Villas Homeowners Association, Incorporated and unit mortgagee, if any, ten days written notice of cancellation. All such policies shall contain, if obtainable, a waiver of the right of subrogation against any unit owner, members of the unit owner's family, the Creekside Villas Homeowners Association, Incorporated, its officers, agents and employees, as well as a waiver of the "pro rata" clause.
- (6) The Association shall also obtain a broad form public liability policy covering all common area and all damage or injury caused by the negligence of the Association or any of its agents, officers or employees in amount of not less than one million dollars for each occurrence and such policies shall a waiver of the right of subrogation against members of the Creekside Villas Homeowners Association, Incorporated, its directors, agents and employees.
- (7) In the event of damage or destruction by fire or other casualty to any property covered by insurance payable to the Association as trustee for the homeowners, the Board of Directors shall, with the concurrence of mortgagees, if any, upon receipt of the insurance proceeds, contract to rebuild or repair

such damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency, with the provisions agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors or agent duly authorized shall obtain bids from at least three reputable contractors, and then may negotiate with any such contractor, who may be required to provide a full performance bond for the repair, reconstruction or rebuilding of such building or buildings or large additions. In the event the said Board or its duly appointed agent, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to them, approval will not be required and this Article will be deemed to have been fully complied with; provided, that the plans and specifications required to be submitted shall not be deemed to have been received if they contain erroneous data or fail to present accurate information upon which the Board or its agents can arrive at a decision.

- (8) The Association may levy in any calendar year a special assessment for the purpose defraying the cost of construction, reconstruction, repair or replacement of a building or buildings containing single family residential units, to the extent that insurance proceeds under a group insurance policy containing a Replacement Cost Endorsement are insufficient to pay all costs of said construction, reconstruction, Repair or replacement to as good a condition as prior to damage or destruction by fire or casualty covered by said insurance.
- (9) The reconstructed or repaired residence shall be substantially identical to the destroyed residence, unless a change shall be approved by the Board or its agent, and shall be constructed in conformity with plans submitted to and approved by the Board or its agent prior to construction.
- (10) Retention by Owner. In the event a dwelling is damaged or destroyed, and the owner does not begin repair or reconstruction of interior within forty-five (45) days following the damage or destruction, he shall remove or cause to be removed, at his expense, all debris from the lot, so that it shall be placed in a neat, clean and safe condition; and if he fails to do so, the Association will cause the debris to be removed, and the cost of removal shall constitute a lien upon the dwelling until paid by the owner, unless the dwelling is thereafter acquired by the Association.

- (11) Application of Declaration And Bylaws. Any dwelling which has been destroyed, in whole or in part by fire or other casualty, and is subsequently restored or reconstructed, shall be subject to the provisions of this Declaration and the Bylaws of the Association.
- (12) The Association shall maintain adequate fidelity bond coverage against dishonest acts by officers, directors, trustees, employees and all others who are responsible for handling funds of this Association. Such fidelity bonds shall:
- (a) Name the Association as an obligee.
 - (b) Be written in an amount equal to at least 150% of the estimated annual operation expenses of the planned unit development project, including reserves.
 - (c) Contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of 'employee' or similar expression.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants, conditions, and restrictions of this Declaration shall run with the land and bind the land for a term of five (5) years from the date this Declaration is recorded (2019), after which time they shall be automatically extended for successive periods of five (5) years. This Declaration may be amended during each five (5) year period by an instrument signed by the owners of not less than fifty-one (51) percent of the residents/lots at a meeting duly called; provided, however, that the Board of Directors may amend this Declaration, without the consent of owners, to correct any obvious error or inconsistency in drafting, typing, or reproduction. All amendments shall be certified as an official act of the Association and shall forthwith be recorded in the ROD Office for Greenville County, S.C. All amendments shall become effective upon recordation.

Section 4. Lease of Residence. From and after the date of recording of this Amendment any person acquiring title to a Lot/Residence may not lease or rent the residence.

Section 5. Conflicts. In the event of any irreconcilable conflict between the Declaration and the Bylaws of the Association, the provisions of the Declaration shall control. In the event of any irreconcilable conflict between this Declaration or the Bylaws of the Association and the Articles of Incorporation of the Association, the provisions of the Articles of Incorporation shall control.

ARTICLE XIV RIGHTS OF FIRST MORTGAGEES

The following provisions, in addition to provisions set forth elsewhere in this Declaration, shall be applicable to the holders of first mortgages upon the individual dwellings subject to this Declaration and any amendments thereto:

Section 1. This Declaration and other constituent documents create a Planned Unit Development, hereinafter referred to as "PUD".

Section 2. Any first mortgagee who obtains title to a PUD unit (residence) pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee.

Section 3. Unless at least two-thirds (2/3) of the first mortgagees provided they request the right and inform the Association of their addresses in writing (based upon one vote for each first mortgage owned) or owners (other than the sponsor, developer or builder) of the individual units in the PUD have given their prior written approval, the PUD homeowners association or corporation shall not be entitled to:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common property owned, directly or indirectly by such homeowners association, corporation or trust for the benefit of the units in the PUD (the granting of easements for public utilities or for other public purposes consistent with the intended use of such common property by the PUD shall not be deemed a transfer within the meaning of this clause).

(b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against a PUD unit owner;

(c) By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of units, the exterior maintenance of units, the maintenance of the common property party walks or common driveways, or the upkeep of lawns and plantings in the PUD; fail to maintain fire and extended coverage on insurable value (based on current replacement cost). use hazard insurance proceeds for losses to any PUD common property for other than the repair, replacement, or reconstruction of such common property.

Section 4 First mortgagees of PUD units may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any PUD common property and may pay overdue premiums on hazard policy, for such common property and first mortgagees making such payments shall be owed immediate reimbursement therefore from the PUD homeowners association, corporation, or trust. Entitlement to such reimbursement is hereby reflected in this Declaration as an agreement in favor of all first mortgagees of units in said PUD duly executed by the PUD homeowners association, corporation or trust and an original or certified copy of such agreement is possessed by seller.

Section 5. No provision of the PUD constituent documents gives a PUD unit owner, or any other party, priority over any rights of the first mortgagee of a unit in a PUD pursuant to its mortgage in the case of a distribution to such PUD unit owner of insurance proceeds or condemnation award for losses to or a taking of PUD common property.

Section 6. A first mortgage, upon request, is entitled to written notification from the homeowners association of any default in the performance by the individual PUD unit Borrower of any obligation under the PUD constituent documents which is not cured within sixty (60) days.

Section 7. Any agreement for professional management of the PUD, or any other contract providing for services, may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of termination fee on thirty (30) days or less written notice.

Creekside Villas Homeowners Association, Incorporated has caused this instrument to be ratified and executed this 13th day of November, 2019.

EFFECTIVE DATE: November 13, 2019

These Bylaws SUPERSEDE Any PREVIOUSLY PROMULGATED Bylaws adopted by the Board of Directors of Creekside Villas HOA, Greenville South Carolina

AMENDED BYLAWS

THE BYLAWS OF CREEKSIDE VILLAS HOMEOWNERS ASSOCIATION (the "Association") are promulgated pursuant to the Declaration of Covenants, Conditions, and Restrictions for Creekside Villas recorded in the RMC Office of Greenville County, South Carolina (The "Declaration") for the purposes of governing the Association of members ("The Association") and the administration of the Association. All terms not defined in these Bylaws have the meaning set out in the Declaration of South Carolina State Non-profit Homeowners Associations Act No. 245(H.3886)(Sec1, 27-30-110 et seq. of Code of South Carolina, 2018 as amended.) :

ARTICLE I ASSOCIATION OF MEMBERS

Section 1.1. Membership. Each Homeowner shall be a Member of the Association. A person who holds a mortgage on a Lot or Residence as security for payment of a debt shall not be a Member entitled to exercise the rights of a Member unless such person holds a proxy conferring such rights.

Section 1.2. Quorum. The presence in person or by proxy of forty percent (40%) percent of the Members shall constitute a quorum for transaction of business at meetings of the Association. The Bylaws may be amended at a regular or special meeting of the Association by vote of a majority of a quorum of Members present or by proxy. (Amended 3/2018 by SC Law)

Section 1.3. Voting. The vote required to adopt decisions shall be forty (40) percent for establishing an Annual Assessment increase greater than the preceding year's Consumer Price Index increase) or more of the Members who attend such meetings or by proxy must vote affirmatively to adopt any matter before the Association. Votes can be cast only at meetings of the Association convened in accordance with the Bylaws, and in the absence of a valid proxy, an individual shall act in his own behalf, a corporation shall act by any officer thereof, a partnership shall act by any general partner thereof, an association shall act by any associate thereof, a trust shall act by any trustee thereof, and a Limited Liability Company by any member thereof. When any Lot or Residence is owner of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, partners in partnership or any other manner of joint or common ownership, one person or entity shall be designated the voting member to bind all the others. Written notice of such designation shall be delivered to the Secretary of the Association prior to the exercise of a vote by joint owners. All votes appurtenant to a single Lot or Residence must be cast together and may not be split.

Section 1.4. Proxies. Each Member entitled to vote may vote in person or by proxy at any meeting of the Association. Each proxy shall be executed in writing by the Member or by his duly authorized attorney-in-fact, dated as of its execution and shall be filed with the Secretary of the Association. No proxy shall confer authority to vote at any meeting other than the next meeting, or adjournment thereof, held after the date on which the proxy was executed. A proxy shall be revocable if Member attends Association Meeting.

Section 1.5. Consents. Any action which may be taken by a vote of the Members may also be taken by written consent to such action signed by all Members entitled to vote, or, in the case of Lot or Residences owned by two or more Members, by the designated voting member.

Section 1.6. Annual Meeting. An annual meeting of the Association shall be held on the second (2nd) Sunday of December yearly or at such other time as determined by the Board of Directors. Any business which is appropriate for action of the Members may be transacted at an annual meeting. Annual Meeting Minutes shall be made available by the Association Secretary or designated officer to Members of the Association.

Section 1.7. Special Meeting. A Special meeting of the Association may be called at any time by the President of the Association or by a majority of the Board of Directors and shall be called upon the written request of a majority of the Members. Only such business as is stated in the notice of meeting shall be transacted at a special meeting unless all Members entitled to vote waive notice of any additional business.

Section 1.8. Notice of Meetings. Written notice of every annual or special meeting of the Association stating the time, date and place of the meeting and, in the case of a special meeting, the business proposed to be transacted, shall be given to every Member entitled to vote not fewer than thirty (30) nor more than sixty (60) days in advance of the meeting. Failure to give proper notice of a meeting of the Members shall not invalidate any action taken at such meeting unless (1) a Member entitled to vote who is present but was not given proper notice objects at such meeting, in which case the matter to which such Member objects shall be unratified, or (2) a Member entitled to vote who is not present and was not given proper notice within thirty (30) days prior to such meeting in which case the action to which such Member objects shall be void.

Section 1.9. Waiver of Notice. Waiver of notice of a meeting of the Association shall be deemed the equivalent of proper notice. Any Member may in writing waive notice of any meeting either before or after such meeting. Attendance at an annual meeting by a Member: whether in person or by proxy, shall be deemed waiver by such Member of notice of the time, date and place thereof unless such Member specifically objects to the lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted unless objection to lack of notice is raised before the business to which proper notice was not given is put to a vote.

Section 1.10. Place of Meeting. All Meetings of the Association shall be held upon the Association Property or at such other convenient place as the President of the Association or the Board of Directors may direct.

Section 1.11. Adjournment. Any meeting of the Association may be adjourned from time to time for periods not exceeding forty-eight (48) hours by vote of Members holding a majority of the vote represented at such meeting, regardless of whether a quorum is present. Any business which could properly be transacted at the original session of a meeting may be transacted at an adjourned session, and no additional notice of adjourned sessions shall be required.

Section 1.12 Order of Business. The order of business at all meetings of the Members shall be as follows:

1. Roll Call and certifying of proxies;
2. Proof of proper notice of the meeting or waiver of notice;
3. Reading of minutes of preceding meeting;
4. Report of the Board of Directors;
5. Reports of Officers;
6. Reports of Committees;
7. Report of Manager;
8. Presentation of Budget;
9. Election of Directors (when required);
10. Unfinished Business;
11. New Business.

Section 1.13. Minutes of Meeting. The Secretary of the Association shall prepare and keep, or cause to be prepared and be kept, accurate minutes of every meeting of the Association for the life of the Association. Such minutes shall be made available for examination and copying by any Member at any reasonable time or visit the Association Website (www.thecreeksidevillas.com) for examination and copying at the convenience of any Member. Posting minutes to Website or electronic mail satisfies the reporting requirements of this article. A complete record of all other accounts and corporate affairs of the Association shall be kept on file for seven (7) years.

ARTICLE II BOARD OF DIRECTORS OF THE ASSOCIATION

Section 2.1 Form of Administration. The Association shall act by and through its Board of Directors. The current number of Directors is set at three (3). The number may be changed or reset by the Board of Directors to five (5), seven (7) or nine (9) members as the Board of Directors deem appropriate.

Section 2.2 Authorities and Duties. In its discretion and as required by the Declaration, of Covenants and these Bylaws, the Board of Directors shall provide the following:

(1) The contracting with a managing agent to provide for the surveillance and security of the Association property, the maintenance, repair and replacement of the Common Area, and the designation and dismissal of the personnel necessary to accomplish the same;

(2) The procuring and keeping in force of insurance on the Association Property;

(3) The enactment of reasonable regulations governing the operation and use of Common Area;

(4) The enforcement of the terms of the Declaration, these Bylaws and any regulations promulgated pursuant to the Bylaws;

(5) The general administration of the Association on behalf of and for the benefit of all Members;

(6) The term of such managing agreement may not exceed three (3) years and any managing agreement shall be terminable by the Association Board of Directors for cause upon thirty (30) days written notice.

Section 2.3. Election and Term. The Board of Directors shall be elected at the annual meeting of the Association for a term of three (3) years. At the expiration of the term of a Director, (s)he may be elected to succeed himself/herself, or a Director shall be deemed to continue in office until his successor has been elected and has assumed office.

Section 2.4. Removal. A Director may be removed from office with or without cause by the affirmative vote of two thirds (2/3) of the Members. The unexpired portion of the term of any Director so removed shall be filled by a new Director elected by the affirmative vote of a majority of the Members.

Section 2.5. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by the Members shall be filled by a new Director elected by the affirmative vote of a majority of the remaining Directors even though such remaining Directors does not constitute a quorum.

Section 2.6. Voting. Each Director shall have one (1) vote on all matters acted upon by the Board of Directors. The vote of a Director shall be cast only by such Director personally at a meeting of the Board of Directors convened in accordance with the Declaration of Covenants and these Bylaws. Proxies shall not be permitted in any vote of the Board of Directors. The affirmative vote of a simple majority of the Directors present at the time of a vote, if a quorum is present at such time, shall be sufficient for any action unless otherwise specified in these Bylaws.

Section 2.7. Quorum. A majority of Directors shall constitute a quorum for the transaction of business of the Association.

Section 2.8. Consents. Any action which may be taken by a vote of the Board of Directors may also be taken by written consent to such action signed by all Directors.

Section 2.9. Annual Meeting. An annual meeting of the Board of Directors shall be held during each fiscal year immediately following the annual meeting of the Members. The time, date and place of the annual meeting of the Board of Directors shall be fixed at the annual meeting of the Members by mutual agreement of the Directors present at such meeting, and no further notice thereof shall be necessary. Any business which is appropriate for action of the Board of Directors may be transacted at an annual meeting.

Section 2.10. Special Meetings. Special Meetings of the Board of Directors may be called from time to time by the President of the Association or shall be called upon the written request of two (2) or more of the Directors. Only such business as is stated in the notice of meeting shall be transacted at a special meeting unless all Directors waive notice of any additional business.

Section 2.11. Notice of Meetings. Except for the annual meeting, written notice of every regular or special meeting of the Board of Directors stating the time, date and place of the meeting and, in the case of special meetings the business proposed to be transacted shall be given to every Director not fewer than three (3) nor more than ten (10) days in advance of the meeting. Failure to give proper notice of a meeting of the Board of Directors shall not invalidate any action taken at such meeting unless: (1) a Director who was present but was not given proper notice objects at such meeting, in which case the matter to which such Director objects shall be void or (2) a Director who is not present and was not given proper notice objects in writing to the lack of proper notice within thirty (30) days following such meeting, in which case the action to which such Director objects shall be void.

Section 2.12. Waiver of Notice. Waiver of notice of a meeting of the Board of Directors shall be deemed the equivalent of proper notice. Any Director may in writing waive notice of any meeting of the Board of Directors either before or after such meeting. Attendance at a meeting by a Director shall be deemed waiver by such Director unless such Director specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a Special Meeting by a Director shall also be deemed waiver of notice of all business transacted unless objection to lack of proper notice is raised before the business to which proper notice was not given is put to a vote. If notice is waived in advance of a special meeting of the Board of Directors, such waiver shall apply only to such matters transacted at the special meeting which have been communicated in advance to the Director who has waived notice.

Section 2.13. Monthly Board of Director Meetings. Meetings of the Board of Directors shall be held March and November or at such other times as may be determined by the Board of Directors. All meetings of the Board of Directors shall be held upon the Property or by conference calling. Any Member may present an Association suggestion or concern, in writing, to request a ten minute hearing with the Board of Directors at any scheduled meeting. The meeting date, time and place shall be posted with the minutes on the Association Website www.thecreeksidevillas.com.

Section 2.14. Minutes of Board of Director Meetings. The Secretary of the Association shall prepare and keep, or cause to be prepared and be kept, accurate minutes of every meeting of the Board of Directors. A copy of such minutes shall be available to each Member through the Association Website (www.thecreeksidevillas.com), email or upon request within thirty (30) days following each meeting for examination or copying by any Member at any reasonable time – 9-5pm Monday through Friday. Posting of minutes to the website satisfies the reporting requirements of this Article. All Association Minutes shall be maintained or caused to be maintained for the life of the Homeowners Association by the Secretary. All other pertinent information of the Association shall be maintained or caused to be maintained by the Secretary or designee of the Association for seven (7) years and may be viewed by any member at any reasonable time – 9-5pm Monday through Friday.

Section 2.15. Compensation. The Directors shall serve without compensation but shall be entitled to reimbursement by the Association for expenses incurred in the conduct of their duties.

ARTICLE III OFFICERS OF THE ASSOCIATION

Section 3.1. Designation. The Association may have a President, a Vice-president, a Secretary and a Treasurer. The Association may also have one or more assistants to any such director as may be necessary from time to time. The directors; president and treasurer or secretary and treasurer may be filled by the same individual. The directors shall have the authority, powers, duties and responsibilities provided by the Declaration, Articles of Incorporation and these Bylaws or, to the extent not so provided by the Board of Directors.

Section 3.2. Election and Term. Officers of the Association shall be elected at each annual meeting of the Board of Directors and at such other times as may be required to fill vacancies in any office. All directors shall serve until their successors have been elected and assumed office unless sooner removed as hereinafter provided. An officer may be re-elected to any number of terms.

Section 3.3. Removal. Any officer may be removed from office at any time with or without cause by the Board of Directors.

Section 3.4. President. The President shall be the chief executive officer of the Association. (S)He shall preside at all meetings of the Association and of the Board of Directors. (S)He shall have all of the general powers and duties which are usually vested in a corporate president, including but not limited to the power to appoint committees from among the Members from time to time as(s) he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

Section 3.5. Vice President. The Vice President shall take the place and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the secretary of the Board of Directors shall appoint some other Member to take the place and perform the duties of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him(her) by the Board of Directors.

Section 3.6. Secretary. The Secretary shall prepare and keep, or cause to be prepared and be kept, the minutes of all meetings of the Members and of the Board of Directors, and shall have charge of such books and papers as the Board of Directors may direct.

Section 3.7. Treasurer. The Treasurer shall have custody of and responsibility for Association funds and securities and shall keep the financial records and books of account belonging to the Association. If a Manager is employed as hereinafter provided, custody of Association funds and securities and responsibility for maintaining full and accurate accounts of all receipts and disbursements may be delegated to the Manager if the Board of Directors so determines, but in such case the Treasurer shall verify the amount of Association funds and securities in the custody of the Manager and review and reconcile the accounts maintained by the Manager at such intervals as may be determined by the Board of Directors.

Section 3.8. Compensation. The Officers shall be entitled to receive reimbursement by the Association for expenses incurred in conduct of their duties.

ARTICLE IV MANAGEMENT COMPANY

Section 4.1. Employment. The Board of Directors may employ a manager entirely of its own choosing. Any agreement for professional management of the Creekside Villas Homeowners Association, or other contracts providing for services may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of termination fees on thirty (30) days or less written notice.

Section 4.2. Qualification. The Manager may be a natural person or corporation or other legal entity.

Section 4.3. Authority and Duties. The Managing Agent shall provide and manage all areas and services in performance of duties to these Bylaws, and shall provide such other services and perform such other duties as authorized and directed from time to time by the Board of Directors. The Manager shall confer fully and freely with the Board of Directors and shall attend meetings of the Board and of the Association when requested to do so by the Board.

ARTICLE V FINANCES

Section 5.1. Fiscal Year. The fiscal year of the Association shall begin on the first (1st) day of January and end on the thirty-first (31st) day of December yearly unless the Board of Directors shall otherwise determine.

Section 5.2. Budget. The Board of Directors with the assistance of the manager shall prepare, adopt and present, or cause to be prepared and be presented, to the Members at their annual meeting an annual budget (the "Budget") of the Association for the next fiscal year. The Budget as adopted by the Board of Directors with its Managing Agent shall set forth with particularity the anticipated Common Expenses for the fiscal year together with the amount of reasonable reserves for the payment of future Common expenses and contingencies.

Section 5.3. Approval of Budget. The Budget, as adopted by the Board, may be amended upon the motion and affirmative vote of forty (40) percent of Members attending in person or by proxy. The Budget presented and as amended, if amendments are made, shall become the Budget of the Association for the fiscal year. The terms and the provisions of the Budget shall be binding upon the Members and the Board of Directors until its terms are amended by action of the Board duly presented to a special meeting of Members for approval.

Section 5.4. Regular/Annual Assessments. The funds required by the Budget shall be collected by the Board of Directors or its Managing Agent from the Members in proportion to their respective interests in equal monthly, quarterly or yearly assessments at the option of the Member. Owners who reside part time upon the Association property must pay their Annual Assessment yearly on January second (2nd).

Section 5.5. Special Assessments. The funds required from time to time to pay any Common Expenses which are not covered by the Budget but which are approved by a majority of the Members shall be collected from the Members by the Board of Directors in such installments as the Association shall determine to cover the cost of Special Assessment projects.

Section 5.6. Individual Assessments. Any payments to the Association which one or more, but fewer than all, of the Members shall be obligated to make pursuant to the terms of the Declaration or these Bylaws shall be due upon demand and shall be collected by the Board of Directors as individual assessments. ("Individual Assessments").

Section 5.7. Collection. Members shall be personally liable for all assessments and shall pay the same promptly when due. In its discretion, the Board of Directors or Managing Agent may take

appropriate action to establish reasonable late payment fines, to collect by suit, or other lawful method any overdue assessment. If any overdue assessment is collected by an attorney (see Section 5.8, this Article) or by action at law, the Member owing the same shall be required to pay all reasonable costs of collection, including reasonable attorney fees. Due dates for the annual assessment as fixed by the Board of Directors and as allowed for in the Declaration of Covenants and these Bylaws shall be due and payable in twelve (12) installments due on the first day of each month and shall be in no less than fifteen (15) dollar increments. Assessments or other charges not paid to the Association by the fifth (5th) day of the beginning of the month in which they are due shall be considered past due and delinquent. If delinquent late fees and interest apply.

Note: Annual Assessments for Owners who reside part time upon the Association property must pay their Annual Assessment yearly on January second (2nd).

Section 5.8. Late Fee An assessment not paid within thirty (30) days following the date when due shall be assessed a Late Fee in an amount to be determined annually by the Board and consistently applied, plus interest on the principal amount of the assessment from the date when due at a rate of 18% per annum, not to exceed the maximum permitted by law. The late fee shall be added to and collected in the same manner as the assessment. For purposes of this paragraph only, an unpaid assessment shall not be deemed overdue until the Board of Directors has delivered to the Member owing the same a demand for payment, within thirty (30) days prior to the date when due delivered to such Member, a written notice of the amount and the date due, in which case no further demand shall be necessary. If any overdue assessment is collected by an attorney or by action at law, the Member owing the same shall be required to pay all reasonable costs of collection, including attorney's fees.

The association may grant a waiver of any provision herein upon petition in writing by an owner showing a personal hardship. Such relief granted an owner shall be appropriately documented in the files with the name of the person or persons representing the association granting the relief and the conditions of the relief. In addition, the Association is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Association shall determine appropriate under the circumstances.

(1) Late Fees Imposed on Delinquent Installments. Assessments shall be past due and delinquent if not paid as specified above. Presently, and subject to annual modification by the Board, the Association imposes a \$10.00 late charge on the outstanding or past due balance then due the Association for the first offense in a given fiscal year. For the second and any subsequent offense of being past due in the current fiscal year, the Association imposes a \$25.00 late charge on the outstanding or past due balance then due to the Association. The late charge shall be a "common expense" for each owner who fails to pay an installment of the annual assessment by the due date as specified above. The late charge shall be the personal obligation of the owner(s) of the unit for which such assessment or installment is unpaid. All late charges shall be due and payable immediately, without notice, in the manner provided by the Declaration (and as set forth above) for payment of assessments.

(2) Interest. The Association shall impose interest of 18% per annum on any balance not paid within thirty (30) days after the due date. The interest shall be the personal obligation of the owner(s) of the lot or residential unit for which such assessment or installment is unpaid. All interest shall be due and payable immediately, without notice, in the manner provided by the Declaration (and as set forth above) for payment of assessments and collectible as such.

(3) Return Check Fees. In addition to any and all charges imposed under the Declaration of Covenants, Bylaws and the Rules and Regulations of the Association, a \$35.00 fee shall be assessed against an owner in the event any check or other instrument attributable to or payable for the benefit of such owner is not honored by the bank or is returned by the bank for any reason whatsoever including but not limited to insufficient funds. Returned check charges shall be the obligation of the owner(s) of the unit for which payment was tendered to the Association. Return check charges shall become effective on any instrument tendered to the Association for payment of sums due under the Declaration of Covenants, Bylaws and Rules and Regulations. If two or more of a unit owner's checks are returned unpaid by the bank within any (fiscal) year, the Association may require that all of the unit owner's future payments, for

a period of one year, be made by certified check or money order.

(4) Attorney's Fees on Delinquent Accounts. As an additional expense permitted under the Declaration of Covenants, Bylaws and state statutes, the Association shall be entitled to recover its reasonable attorney's fees and collection costs incurred in the collection of assessments or other charges due the Association, and all charges, fees, interest and penalties set forth in this Article V from delinquent owner. The reasonable attorney's fees incurred by the association shall be due and payable immediately when incurred, upon demand.

(5) Application for Payments Made to the Association. Payments received from an owner will be credited in the following order:

- a. Charges for legal fees, court costs, and other costs of collection
- b. All late fees and interest accrued, as applicable
- c. All other fees incurred by the association as a result of any violation by an owner, his/her family, employees of owner, agents or licensees, of the Declaration of Covenants, Bylaws, Rules and Regulations.
- d. The monthly assessment for a unit, including any accelerated or special assessment dues, as applicable; payments shall be applied toward the oldest month(s) then owed.

(6) Liens. The association may file a notice of lien against the property of any delinquent owner in accordance with the terms and provisions of the Declaration, Articles of Incorporation and Bylaws. A copy of the notice of lien shall be mailed to the owner and to the mortgage lender with a request that the lender send a letter to the delinquent owner advising the owner of the lender's option to accelerate the mortgage debt.

Section 5.9. Accounts. The Board of Directors shall maintain on behalf of the Association a checking account with a state or federally chartered bank of its choice. The Board of Directors may also maintain on behalf of the Association an interest bearing account or interest bearing certificates with a state or federally chartered bank, savings and loan association, building and loan association or liquid capital income fund of its choice. All funds of the Association shall be promptly deposited in one of said accounts, except that the Board of Directors may maintain a petty cash fund of not more than fifty dollars(\$50.00) for payment of minor current expenses of the Association. The books and records related to any account of the Association shall be made available for examination and copying by any Member at any reasonable time. 9-5pm Monday – Friday.

Section 5.10. Payments. The Board of Directors and Manager shall provide for payment of all debts of the Association from the funds collected from Members. Expenditures specifically approved in the Budget may be paid without further approval unless the Board of Directors shall otherwise determine.

All other requests for withdrawals upon any of the Association accounts, not provided for within the Budget or in excess of a budgeted amount shall be reviewed for approval, if approved would require the signature of the President and/or any two (2) officers of the Association. The Manager may be authorized by the Board of Directors to draw checks upon the account of the Association as needed.

Section 5.11. Bonding. The Board of Directors may secure a fidelity bond in an amount of not less than Ten Thousand and no/100ths (\$10,000.00) Dollars covering every individual authorized to withdraw funds from any checking or savings account maintained by the Association. The cost of the bond shall be a Common Expense.

Section 5.12. Conflict of Interest. Directors owe a duty of loyalty to the Association, meaning they must act in the Association's best interest stated simply, a conflict of interest arises when a director's financial interests, excluding a financial interest that is in common with all other Members, may be affected by the Board's decision..

ARTICLE VI MAINTENANCE AND IMPROVEMENTS

Section 6.1. Maintenance by Manager. The Managing agent or the Board of Directors shall provide for the maintenance, repair and replacement to the Common Area.

Section 6.2. Maintenance by Members. The Lot or Residence shall be maintained in good condition and repaired by their respective owner/member. The following expenses for repair or maintenance shall be non-covered items under the Association Group Policy unless otherwise provided herein; Floor and wall coverings of any kind, building materials and cabinetry within a unit, improvements not a part of original structure, appliances and all fixtures to include but not limited to: gutters, skylights, exterior doors, windows, decking, lattice, steps or stoops, chimney surround, concrete pads, electrical, plumbing or heating systems, air conditioners, and compressors which may be located outside the unit.

Section 6.3. Default by Member. In the event that any Member fails to perform the maintenance required of him by the Declaration of Covenants and these Bylaws or by any lawful Regulation and such failure creates or permits a condition which is hazardous to life, health or property or which unreasonably interferes with rights of another Member or which substantially detracts from the value or appearance of the Association property, the Board of Directors shall after giving such member reasonable notice and opportunity to perform such maintenance, cause such maintenance to be performed and charge all reasonable expenses associated with said maintenance to such Member by an individual assessment.

Section 6.4. Expenses. The expenses of all maintenance, repair, and replacement provided by the Manager or the Board of Directors, including losses by storm, fire or other casualty insured by the Association, shall be Common Expenses, except that when such expenses are not fully reimbursed by insurance proceeds and when they are necessitated by (1) the failure of a Member to perform the maintenance required by these Bylaws or by any lawful Regulation or (2) the willful act, neglect, or abuse by a Member, they shall be charged to such Member as an Individual Assessment.

Section 6.5. Improvements. The Board of Directors shall provide for the making of such improvements and additions to the Common Area as may be approved from time to time by a majority of the Members. The cost of such improvements shall be Common Expenses; provided, however, that no Member shall without his consent be assessed in any one (1) year for the making of improvements to the Common Area an amount in excess of one times the Annual assessment unless such improvements have been approved by a 40% vote of the Members attending said meeting.

ARTICLE VII RESTRICTIONS AND REGULATIONS

Section 7.1. Restrictions. The use of the Association Property shall be subject to the restrictions set forth in the Declaration of Covenants and to the following restrictions:

(1) No Member shall create or permit excessive noise, smoke, or offensive odors or any nuisance or unreasonably interfere with the use and enjoyment of the Association Property by any other person entitled to the same. No person shall maintain on the Association Property, and no Member shall permit within his Lot or Residence, any condition which is unreasonably hazardous to the life, health or property of any other person.

(2) No Member shall make any additions to alter or perform any work upon the Common Area without written authorization of the Board of Directors or manager.

(3) No Member shall make any additions to alter or perform any work upon a Lot or Residence exterior without written authorization of the Board of Directors and/or the management team.

Section 7.2. Regulations. The Board of Directors shall adopt and amend from time to time

such reasonable regulations ("Regulations") governing the operation and use of the Association Property as it may deem necessary or desirable and It shall publish such newly adopted or amended Regulations and no Member shall be guilty of a violation thereof until a copy of the current regulation has been delivered to the member.

Section 7.3. Enforcement. The Board of Directors with the Management Company shall enforce the terms of the Declaration of Covenants and these Bylaws and the regulations promulgated pursuant hereto by taking prompt and appropriate action to correct any violations. In addition to any other remedy to which the Association or any Member may be entitled, the Board of Directors may impose against a Member reasonable fines not to exceed an amount per day to be determined annually by the Board of Directors and consistently applied for any violation of the terms of the Declaration or these Bylaws or of the Regulations promulgated pursuant hereto. Such fines shall be collected by Individual Assessments in accordance with Article V. Each day during which a violation occurs or continues may be deemed a separate offense.

Section 7.4. Responsibility of Members. Each Member shall be deemed responsible for the conduct of members of his household and his agents, guests and pets, but the responsibility of the Member shall not relieve any member of his household or any of his agents, or guests for any liability to the Association or to a member for the acts of such member, agent or guest.

ARTICLE VIII LIABILITIES AND INDEMNIFICATION

Section 8.1. Liability of Association. Creekside Villas Homeowners Association, Inc. is a South Carolina corporation. No Member of the Association is or shall be liable for the debts or torts of the Association. In the event, however, that the Association or any Members were held liable by any court of law, no Member shall be liable upon a debt or tort of the Association for any amount in excess of that percentage of total liability of the Association which is equal to his percentage ownership of the Common Area.

Section 8.2. Indemnification (Hold Harmless) Among Members. Each Member shall be entitled to contribution from and indemnification by every other Member to the extent that such Member discharges or is required to discharge any portion of any liability of the Association in excess of such Member's proportionate share of such liability, except that no Member shall be required to provide contribution or indemnification on account of a liability which was due and payable prior to the time such Member became a Member.

Section 8.3. Liability of Directors. No Director of the Association shall be liable to any such Member for any decision, action, or omission made or performed by such Director or Officer in the course of his duties unless such Director or Officer acted in bad faith or in reckless disregard of the rights of any person or of the terms of the Declaration of Covenants, or these Bylaws.

Section 8.4. Indemnification (Hold Harmless) the Directors. The Association shall indemnify and defend each Director of the Association from any liability claimed or imposed against him/her by reason of his/her position or actions as a Director of the Association if all the following conditions are satisfied:

- (1) Such Director is not required to bear such liability by the terms of the Declaration, Articles of Incorporation or these Bylaws, and:
- (2) Such Director gives the Association adequate notice of the claim or imposition of liability to permit The Association reasonable opportunity to defend against the same; and:

- (3) Such Director cooperates with The Association in defending against the liability. The expense of indemnifying a director shall be a Common Expense. The Board of Directors may obtain insurance to provide in whole or in part for this indemnification, and the cost of such insurance shall be a Common Expense.

ARTICLE IX ATTESTATIONS AND CERTIFICATIONS

Section 9.1. Attestation of Documents. The presence of the signature of the Secretary or an assistant secretary of the Association on any contract, conveyance, or any other document executed on behalf of the Association by another director of the Association shall attest:

- (1) That the director of the Association executing the document does in fact occupy the official position indicated, that one in such position is duly authorized to execute such document on behalf of the Association, and that the signature of such director subscribed on the document is genuine; and:
- (2) That the execution of the document on behalf of the Association has been duly authorized.

Section 9.2. Certificate of Documents. When documents relating to the Association Property or the Association are requested, the Board of Directors shall designate an agent of the Association and an address where certificate may be obtained from the Association. The Board of Directors shall set fees and issue invoices for the preparation, printing and photocopying of a standard certificate and Association documents at \$60.00 plus delivery costs. The Board of Directors may from time to time review and change the fee at its discretion.

Section 9.3. Certification of Declaration and Facts. These Bylaws require the Board of Directors to issue or cause to be issued upon demand by any Member a written statement setting forth that such certificate shall be issued within 10 days of written or verbal request from the unit owner and shall include all amendments that are current to accompany this certificate:

- (1) Declaration of Covenants, Conditions and Restrictions
- (2) Articles of Incorporation
- (3) Bylaws of the Association with current amendments (if any)
- (4) The current Rules and Regulations of the Association (Handbook)
- (5) Current Annual Operating Budget
- (6) Survey Map: Exhibit A
- (7) Optional items: Exterior pavement 2026, termite booster 2027, staining 2029, Reroofing 2050

The Association will not update the contents of this certificate unless the residential unit owner provides a new request and an applicable fee of \$10.00.

Section 9.4. Absence of Seal. The absence of the seal of the Association from any contract, conveyance or other document executed on behalf of the Association shall not impair the validity of such contract, conveyance or document or of any action taken pursuant thereto or in reliance thereon, but the person relying on the same shall bear the burden of establishing that the execution of the same was duly authorized and accomplished on behalf of the Association.

ARTICLE X AMENDMENTS

Section 10.1. Procedure. Subject to the Declaration and Articles of Incorporation, these Bylaws may be amended from time to time by resolution adopted by the affirmative vote of fifty-one (51) percent of the Members at said meeting in person or by proxy..

ARTICLE XI MISCELLANEOUS

Section 11.1. Record of Ownership. Any person who acquires title to a Lot or Residence shall promptly inform the Board of Directors of his/her identity and the date upon and manner in which title was acquired. The Board of Directors and Managing Agent shall maintain a record of the names of all Members and of the dates upon which they acquired title to their Lot or Residence.

Section 11.2. Transfer of Home Ownership Disclosure. A Member or their attorney shall promptly submit written notice to the Board of Directors and the Management Company of a transfer of title within twenty-one (21) days prior to closing: setting forth the closing date, the name, property and electronic mail address and telephone number of the transferee and to request Certificate of Declaration and Facts for which the fee is: \$25. For notification: Refer to Association Handbook for current list of Board of Directors, Management Team and their electronic mail addresses. Selling Homeowner must inform the Purchaser through his/her realtor that Creekside Villas Incorporated is a Homeowner Association Community.

Section 11.3. Notices. Any notice or document placed in the mail receptacle or affixed to the front door of a Lot or Residence or by electronic mail by or at the direction of the Board of Directors or its agent shall be deemed delivered to the Member of such lot or Residence, unless the Member has previously specified to the Board of Directors in writing or by electronic mail through the Association Website (www.thecreeksidevillas.com) another address or means for delivery of such notices and documents. Any notice or document addressed to the Board of Directors and delivered to any Director by or at the direction of a Member shall be deemed to be given when such notice is deposited postpaid in the United States Mail addressed to such Director at his address as it appears in the records of the Association.

Section 11.4. Waiver. No provision of these Bylaws or of the Regulations promulgated pursuant hereto shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

Section 11.5. Conflicts. In the event of a conflict between these Bylaws and the Declaration, the Declaration shall control, as appropriate. In the event of a conflict between these Bylaws and the Handbook regulations, these Bylaws shall control.

Section 11.6. Severability. The provisions of these bylaws are severable, and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the enforceability or effect the remainder hereof.

Section 11.7. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision hereof.

Section 11.8. Gender and Number. All pronouns used herein shall be deemed to include the masculine, the feminine, and the neuter, and the singular shall include the plural and vice versa, whenever the context requires or permits.

ASSOCIATION RULES AND REGULATIONS

The social success of a planned unit development community depends, in large part, on the rules, regulations and restrictions that govern how residents are expected to conduct themselves. Typically, the declaration subjects link homeowners to general Covenants, while the Bylaws, house rules and regulations provide specific guides for day to day living. Without these rules and a means to enforce them, the living experience could become chaotic indeed. Your Board of Directors has adopted the following ASSOCIATION RULES AND REGULATIONS to serve as guidelines to enhance the enjoyment, safety, comfort, convenience and tranquility for all persons living in our community. The Rules and Regulations documented in this Handbook are the product of ongoing Member input and that of our Board of Directors. In the following informational guide “DOCS” refers to Declaration of Covenants, Conditions, and Restrictions. “BYL” refers to The Bylaws of the Creekside Villas HOA.

Q: What about Creekside Villas Homeowners Association?

A: Creekside Villas became a non-profit SC Corporation December 30, 1981 governed by “Declaration of Covenants, Conditions and Restrictions known as (The Documents) , the Bylaws and these Rules and Regulations amended by State Law 2018. These Documents allow one vote per unit authorized by owner. Your Association is governed by a Board of Directors elected by the membership at the annual meeting. The Board meets several times a year and welcomes any member to submit a written request to appear before the Board, or the managing agent delineating their concerns or suggestions. Appearances are scheduled at the earliest practical time. **For your convenience, our meeting minutes are posted on line at: www.thecreeksidevillas.com and via electronic mail.**

Q: How is my Regime Fee allocated?

A: The Regime fee is the Homeowners share of cost for all common elements: grounds maintenance, street lights, entrance lights & water, annual inspection for termite and flea infestation, blanket group insurance policy and trash pick-up.

The **REGIME FEE IS DUE THE FIRST (1ST) OF EACH MONTH** mailed to:

Creekside Villas HOA, Post Office Box 160207, Boiling Springs, SC 29316
Fees are assessed for late payments received after the Federal mail delivery on the 5th of each month. Owners who reside part time upon the Association property must pay their Annual Assessment yearly on January second (2nd).

Q: What about Group Homeowners Insurance?

A: The Association provides blanket insurance coverage for fire and casualty equal to the replacement value of the project and a broad form public liability policy covering all common areas (See below for a more comprehensive listing of exterior and interior responsibilities). Current coverage is provided by State Farm Insurance Co, Marty Joiner Agent, 864-877-1032 for proof of insurance requirements for mortgagers.

Q: What other items are provided to common area by Association?

A In addition to maintenance of the Common areas, the Association or its managing agent provides major exterior maintenance upon each lot (Docs Art VII, Sec 1) or residence which may be subject to **SPECIAL ASSESSMENT** as follows: trees, shrubs, grass, sidewalks and walkways and other common ground improvements, repairing and resurfacing of pavement, stain and/or paint exterior building surfaces, replace roofs, and other such exterior improvements. In order to enable the Association or its managing agent to accomplish the foregoing, there is hereby reserved to the Association or its managing agent the right of unobstructed access over and upon each lot at reasonable times to perform maintenance. **The Association does not have a Capital improvement budget nor reserve fund for these purposes.**

Q: What is the **TRASH** schedule? What does company pick up?

A: **TRASH** removal provided each Monday, unless a holiday; then Tuesday. The company does not pick up furniture, paint, plant debris or cardboard boxes unless broken down flat. Trash Cans, when stored, must be so located that they will not be visible from the street or golf course. Trash cans must be stored after pick-up in garages or behind units whichever is applicable.

Q: Where do I park?

A: Docs: Art III, Sec 4, Each unit is allotted two (2) parking spaces. Look for unassigned visitor parking spaces in your area (There are several of them throughout the complex.). Parking in Fire Hydrant or Emergency Vehicle Areas is restricted by County Ordinance 731. Vehicles over 2 axles or 6 wheels, boats, campers, trailers and RV's prohibited in the complex. Prohibited or unlicensed vehicles parked within the complex are subject to towing at the owners expense. All homeowners and their visitors are expected to adhere to these parking restrictions.

10 MILES PER HOUR

on association roadways

Q: I have a pet. What is the Association's position on pets?

A: Animal owners are expected to keep pets on leash (County Ordinance 731), walk them on non- grassy areas, carry plastic bags and clean up after them. A reminder too, that all grassed areas are common to us all and little brown circles are not conducive to the overall picture of neatness that we wish to convey to neighbors and visitors.

Q: What are Exterior Member/owner responsibilities?

A: Member maintenance responsibilities upon each lot include maintaining the lot and residence in good condition and repair by their respective owner/member. Examples: trash cans, wood piles, toys, fire place fuel tanks, TV dish systems and devices, antennas, and clotheslines must be so located that they will not be visible from the street or golf course. Front porches must be kept neat and orderly see Resolution 1. In addition, the following expenses for repair or maintenance are non-covered items under the Association Group Policy unless a catastrophic event: Improvements not a part of original structure, appliances and all fixtures to include but not limited to: gutters, skylights, exterior doors, windows, decking, lattice, steps or stoops, bridge, boardwalk, chimney surrounds, concrete pads, electrical, plumbing or heating systems, air conditioners, and compressors which may be located outside the unit.

Q: What are Interior Member/owner responsibilities?

A: The Association is not responsible for any interior maintenance from the inner edge of the vertical studs or furring strips and/or below the lowest edge of the ceiling joists, rafters or support members. The following expenses for repair or maintenance are considered non-covered items under the Association Group Policy unless a catastrophic event common to all unit owners. Any owner should, at his own expense, carry individual homeowners insurance deemed advisable beyond that included in the blanket group policy required by the Association. Those non-covered items are:

1. All interior drywall or plastered surfaces;
2. Floor and wall coverings of any kind;
3. Cabinetry and building materials of any kind;
4. Improvements not part of original structure;
5. Appliances;
6. All fixtures, such as those used with, connected to or a part of the electrical, plumbing or heating systems, air conditioners and compressors which may be located outside the residence.
7. Gutters, skylights, decks, storm doors, exterior fireplace surrounds;
8. Yearly on-going maintenance of front windows, steps, stoops and porches.

Q: Quiet Time

A: Excessive noises, odors, or offensive actions are not permitted on the common areas. Art X, Sec 3, Covenants Page 17.

Please be courteous to your neighbors between the hours of 10 pm & 7am Monday - Friday; weekends 11 pm & 8 am.

Q: Can I have a Business in my home?

A: Docs Art X, Sec 2, Para (e), No businesses are allowed to be conducted from any unit at Creekside Villas.

Q: What information will be required for a management company?

A: Exhibit E: Yearly updates will be required or as member situations change.

Q: What services does the Department of Consumer Affairs provide?

A: Dept. of Consumer Affairs is located at 293 Greystone Blvd., Suite 400, Columbia 29210. Telephone 800-922-1594. The Department is a facts finding vehicle which provides and processes written consumer complaints for Homeowners and Homeowner Associations through mediation. The Department is prohibited from issuing guidelines concerning the Association administration, governances or governing documents or from servicing as arbiter in disputes. Helpful information when calling or emailing: Name, address, email address, telephone or cell number, title of complaint to facilitate its location, subject of complaint, HOA name, complainant name, details of complaint. On December 31st each year the Department provides a report of data collected which is forwarded to the SC Governor, the State General assembly and the public through their website.

PLEASE, KEEP CREEKSIDE VILLAS BEAUTIFUL!

Remove any trash seen laying in Common Areas

Carry bags to remove dog fecal matter

Notify a Board Member or managing agent of any grounds needs

RESOLUTION 1

Although the Board of Directors of the Creekside Villas HOA does not wish to “police” the porches and grounds of our neighbors, it becomes necessary to do so when that property may “detract from the value or appearance of the Association Property”.

[Please refer to the Declaration Article X, Section 1, and the Bylaws Article vi, Section 6.3, Article vii, Section 7.1, 7.3]

Unfortunately, there are some units with porches that are cluttered and messy, and some yards that present a hazard for lawn mowers and/or offensive odors for neighbors.

Please correct these problems immediately to avoid penalty. If 30 days will not be adequate time to un-clutter and remove, please notify the Board to avoid any further action.

We offer these parameter as acceptable standard:

Covered Porches

1. No mops, brooms, tools, trash bins, rags, paraphernalia or debris on porch.
2. Limit display items to 3-4 that you enjoy such as:
 - Chair or Rocking Chair
 - Small table
 - Plant(s)
 - Wreath
 - Plaque
 - Small statuary

Grounds

1. Items should not interfere with the work of the yard crew.
2. Yards should not produce noxious odor for nearby neighbors.
3. Yards should reflect the neat, manicured appearance of the neighborhood as a whole.