

Exhibit B

GLENLAKE UPSTATE HOMEOWNERS ASSOCIATION, INC.
BOARD RESOLUTION 2018-008

The undersigned, being the Board of Directors (hereafter referred to as the "Board") of the Glenlake Upstate Homeowners Association, Inc. (hereafter referred to as the "Association"), by and through this Board Resolution ("Resolution") hereby resolve that:

WHEREAS, Article V of the Bylaws of the Association authorizes the Board to establish by Board Resolution certain committees and to establish the rules and governance of those committees; and

WHEREAS, the Board believes it is in the best interest of the Association to establish, pursuant to the governing documents of the Association, a standing Townhome Committee charged with advocating for the interests of, and helping to administer the affairs of, the Townhome Lots (hereafter also referred to as "The Arbours at Glen Lake" or "The Arbours") and Townhome Lot Owners (hereafter also referred to as "Townhome Owners");

NOW THEREFORE, THE BOARD HEREBY RESOLVES THAT A STANDING TOWNHOME COMMITTEE SHALL BE DESIGNATED AND OPERATE AS FOLLOWS TO ADVOCATE FOR THE INTERESTS OF, AND ASSIST IN ADMINISTERING THE AFFAIRS OF, THE ARBOURS:

1. Purpose and Powers of the Townhome Committee: The specific purposes for which the Townhome Committee is formed are to assist the Board in the maintenance, preservation, and architectural control of The Arbours, subject to the following constraints:
 - (a) The Townhome Committee may develop unique Townhome regulations and establish a schedule of fines for violating those regulations. However, no fine or regulation shall be less stringent than those of the Association. In no instance may the Townhome Committee permit any violation of the standards as stated in the Declarations. All regulations promulgated and/or proposed by the Townhome Committee must be first approved by the Board before implementation.
 - (b) As specified in the Declarations, Article V, the Townhome Committee shall develop an annual budget and corresponding assessment for the Townhome Lots that covers estimated operating expenses and an adequate contribution to long-term Reserves. The budget and assessment for the next fiscal year must be submitted to the Board for approval by November 1. If the Board determines that the budget is not adequate to cover the current and future needs of The Arbours, the Board can require the Townhome Committee to modify the budget and assessment as needed. The company and/or entity designated, retained, and/or otherwise employed by the Association for the purpose of managing the daily operations of the Association (the "Management") will inform the Townhome Owners of the new budget and assessment by the end of November.
 - (c) As specified in the Declarations, Article V, section 5.8 as amended, with respect to those matters which pertain exclusively to The Arbours, the Townhome Committee may levy Special Assessments from time to time. Special Assessments for The Arbours must be approved at a meeting by two-thirds (2/3) of all Townhome Lot Owners. Special Assessments shall be paid as determined by the Townhome Committee and the Townhome Committee may permit Special Assessments to be paid in installments extended beyond the fiscal year in which the Special Assessment is imposed.
 - (d) The Townhome Committee may develop Architectural standards for The Arbours that are no less stringent than those enforced by the Association. However, in all instances requiring Architectural review as established in the Declarations, the application by any Townhome Owner(s) must first be approved by the Association's Architectural Review Committee before it can be approved by the Townhome Committee. To the extent there is a conflict between the approval of the Association's

Architectural Review Committee and the Townhome Committee, the Association's Architectural Review Committee's decision shall control.

- (e) The Townhome Committee, in the name of the Association, may bring suit for: (i) the collection of delinquent assessments specific to The Arbours; or (ii) enforcement of regulations unique to The Arbours. However, all legal actions must first be approved by the Board and all legal fees must be taken from the Townhome Operating and/or Savings Accounts (see 7.(a) and 7.(b), below). In no instance shall Reserves be used for legal fees or the Association be responsible for legal fees incurred by the Townhome Committee.
 - (f) The Townhome Committee must ensure that the Townhome Lots are maintained in accordance with the minimum standards set forth in the Declarations governing the Association and any regulation promulgated by the Townhome Committee governing The Arbours.
 - (g) The Townhome Committee may not enter into contracts independently of the Association because The Arbours is not a legal entity separate from the Association. All contracts for less than one thousand dollars (\$1,000) for labor or services for the benefit of the Townhome Owners, and to be paid for by funds from the Townhome Accounts (see 7.(a) and 7.(b), below), may be entered into on behalf of The Arbours by Management. Contracts involving more than one thousand dollars (\$1,000) must be approved by the Board as a contract with the Association on behalf of The Arbours.
 - (h) In accordance with the Declarations, Article IX, sections 9.1(a) and 9.1(b), the Townhome Committee is charged with the responsibility and authority to solicit bids for appropriate hazard insurance to cover The Arbours. However, any contract for insurance services must be approved by the Board and executed as a contract with the Association on behalf of The Arbours.
 - (i) Due to the lack of exact borders between the Townhome Lots and surrounding private lawns and Association common areas, The Arbours must use the same landscape contractor designated, retained, and/or otherwise employed by the Association (the "Landscape Contractor").
 - (j) The Arbours must use the same Management as the Association unless the Townhome Committee can demonstrate to the Board, by way of bid and proposed contractual agreement, that a different agent can provide superior service at the same or lower cost and will fully and seamlessly cooperate and coordinate with the Association's Management. If the Board is in agreement, it will enter into the contract with the new agent on behalf of The Arbours at a date consistent with renewal of the Association's current Management contract.
 - (k) The Arbours must use the same legal counsel and accountant as the Association unless the Townhome Committee can demonstrate to the Board, by way of bid and proposed contractual agreement, that a different firm can provide superior service at the same or lower cost and will fully and seamlessly cooperate and coordinate with the Association's representatives. If the Board is in agreement, it will enter into the contract with the new firm(s) on behalf of The Arbours as soon as that can be accomplished given current contractual agreements or retainers.
2. Annual Meeting: The Annual Meeting of the Townhome Owners shall occur within 30 days following the Association's Annual Meeting, at the Glen Lake Clubhouse at a time and date determined by the current Townhome Committee as long as the chosen date is not on a legal holiday.
- (a) The main purpose of The Arbours at Glen Lake Annual Meeting is to either: (i) elect by secret ballot the three (3) members of the Townhome Committee from the slate of Townhome Owners previously approved by the Board; or (ii) to receive notice of the appointment of any Townhome Committee member(s) appointed by the Board.
 - (b) If an election is conducted at the first Annual Meeting of The Arbours from an approved slate of Townhome Owners, the person receiving the most votes will serve for three (3) years, the one receiving the next highest number of votes will serve for two (2) years, and the person receiving the next highest count will serve for one (1) year. If the Townhome Committee is appointed by the

Board rather than elected, the Board shall determine the terms of Townhome Committee membership applicable to each member.

- (c) At each Annual Meeting thereafter, the Townhome Owners shall elect Townhome Committee members for terms of two (2) years, provided, however, that such Townhome Committee members shall continue to serve until their successors are elected and qualified or until their earlier resignation, removal, incapacity, or death and provided that qualified Townhome Owners volunteer to be placed on a slate of nominees.
 - (d) Other business—such as reviewing the End of Year financial statements or presenting proposed regulations and fee schedules—can be conducted at the Annual Meeting. A portion of the meeting should be reserved for Townhome Owner comments, questions, and discussion as appropriate under Robert's Rules of Order.
 - (e) A liaison member of the Board will attend the Annual Meeting.
3. Special Meetings: Special Meetings of the Townhome Owners may be called at any time by the Chair, Secretary, or Treasurer of the Townhome Committee ("the Townhome Committee Officers") or by the Townhome Owners' demand if at least twenty-five percent (25%) of the Townhome Owners entitled to vote sign, date, and deliver to any Townhome Committee Officer one or more written demands for the meeting, describing the purpose(s) for which it is to be held. Only those matters that are within the scope of the purpose(s) described in the meeting demands and notice may be discussed at the Special Meeting; the meeting will be conducted according to Robert's Rules of Order. A liaison member of the Board will attend each Special Meeting.
4. Notice: Written notice in English specifying the time and date the meeting is to be held at the Glen Lake Clubhouse and, in the event of an Annual Meeting, any matter(s) that must be approved by the Townhome Owners and, in the event of a Special Meeting, the purpose(s) for which the Special Meeting is called, shall be given by any fair and reasonable manner.
- (a) The mailing of a copy of such notice of a Special or Annual Meeting by first class mail at least ten (10) days and not more than thirty (30) days before such meeting date to each Townhome Lot Owner entitled to vote at the meeting, addressed to the Townhome Lot Owner's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice shall be considered fair and reasonable.
 - (b) The electronic transmission of a copy of such notice of a Special or Annual Meeting at least ten (10) days and not more than sixty (60) days before such meeting date to each Townhome Lot Owner entitled to vote at the meeting, sent to the Townhome Lot Owner's email address as given to the Townhome Committee for the purpose of notice shall also be considered fair and reasonable.
 - (c) The hand delivery by a Townhome Committee Officer of a copy of such notice of a Special or Annual Meeting at least ten (10) days and not more than sixty (60) days before such meeting date to each resident Townhome Lot Owner entitled to vote at the meeting who has not supplied an email address to the Townhome Committee for the purpose of notice shall also be considered fair and reasonable.
5. Quorum: The presence at a meeting, whether in person or by proxy, of Townhome Owners entitled to cast fifty percent (50%) of the total votes of the Townhome Lots shall constitute a quorum for any action.
6. Townhome Committee Composition and Meeting Conduct: The three (3) members of the Townhome Committee serve at the pleasure of the Board and are either elected by Townhome Owners from a slate approved by the Board or are appointed by the Board. In turn, members of the Townhome Committee decide among themselves who will serve as an officer in the Townhome Committee.

Officers for the purpose of the Townhome Committee shall be the Chair, Treasurer, and Secretary. Townhome Committee Officers are selected to serve in their respective position for a period of one (1) year; this one (1) year period shall not be construed to limit the term of each respective member's membership on the Townhome Committee as set forth in section 2 herein-above or as set forth in section 6(b) herein-below.

- (a) The slate of Townhome Committee nominees is chosen by the existing Board before the Association's Annual Meeting. Subsequent to the first Annual Meeting of the Association at which Officers were elected from the Glen Lake Lot Owners—February 3, 2018—volunteers for Townhome Committee membership will be solicited from the Townhome Owners at the same time that nominees for the Board are solicited from the members of the Association. If enough Townhome Owners who are deemed qualified by the current Board volunteer to participate and serve on the Townhome Committee, the Townhome Committee will be composed exclusively of the Townhome Owners on the approved slate who are elected by their fellow Townhome Owners at their Annual Meeting. If not, the current Board can appoint one or more Association members to the Townhome Committee who will serve during the following year, and the composition of the Townhome Committee will be announced at the Annual Meeting of the Townhome Owners. Terms of Townhome Committee membership are set by vote counts or by the Board (see Annual Meeting, 2(b), above).
 - (b) Each member of the Townhome Committee must be willing to serve as an Officer of the Townhome Committee; persons not willing to serve in such a capacity should not volunteer for the Townhome Committee. If they volunteer, and are appointed or elected to the Townhome Committee, and subsequently refuse to serve as an Officer or fail to faithfully execute the duties of the office they hold, they may be replaced by the Board pursuant to section 6(e) set forth herein-below.
 - (c) All Townhome Committee members must be members in good standing of the Association and, if appropriate, The Arbours.
 - (d) Townhome Committee members who are not in good standing, or who die, or resign, or who, in the sole discretion of the Board, fail to adequately discharge their fiduciary responsibilities will be removed by the Board and replaced by a qualified Townhome Owner or, if no qualified Townhome Owner can be induced to serve, a qualified member of the Association. Any such replacement Townhome Committee member shall serve the unexpired portion of the term of the removed member.
 - (e) A liaison member of the Board will attend all regular Townhome Committee meetings in a non-voting capacity; these regular Townhome Committee meetings are not open to other members of The Arbours or the Association.
 - (f) Minutes from each Townhome Committee meeting, once approved, shall be retained by the Secretary of the Townhome Committee and a copy sent to the Secretary of the Board.
 - (g) Management will send an electronic copy of each monthly financial statement, as well as the Year End statement, for The Arbours to the Treasurer of the Board as well as to the Treasurer of the Townhome Committee.
7. Townhome Committee Assessment Payments and Depositories: All monies collected by Management at the direction of the Townhome Committee shall be for the exclusive use and benefit of The Arbours and such monies may be applied by Management to the payment of any of the expenses of operating and managing The Arbours subject to the financial limitations specified here and in other sections of this Resolution. As Monthly Assessments, or Special Assessments levied by the Townhome Committee, are paid to Management by any Townhome Lot Owner the same may be commingled with the assessments paid to Management by the other Owners of Townhome Lots; however, all funds and other assets of The Arbours, and any increments thereto or profits derived therefrom, shall be held for the sole benefit of the Townhome Lot Owners and shall be maintained separate and apart from the funds of the Association. All funds generated by Monthly Assessments on the Townhomes, or Special Assessments levied by the

Townhome Committee, shall be deposited into one (1) of three (3) FDIC insured Townhome Accounts as specified below.

- (a) Funds from the Monthly Assessments allocated to both the Operating budget and the Reserves shall be deposited into the Operating Account used by Management to pay monthly expenses.
 - (b) Every month, Management shall move a set amount from the Operating Account to a separate bank Account that will serve as a short-term Savings Account. The dollar amount of this monthly transfer shall be determined by the Association Treasurer in consultation with the Treasurer of the Townhome Committee during the annual budgeting process. Monies deposited in this Savings Account will fund large annual bills (such as insurance), monthly utilities that exceed expected amounts, or unexpected but routine repairs.
 - (c) Any funds from Special Assessments levied by the Townhome Committee to cover shortfalls in Operating expenses (including routine repairs) shall also be deposited into the Savings Account.
 - (d) Deposits to, and withdrawals from, the Operating Account, withdrawals from the Savings Account for budgeted expenses, withdrawals from the Savings Account for two thousand dollars (\$2,000) or less for non-budgeted expenses, and deposits to the Savings Account shall be made by Management as authorized by the Association. Any non-budgeted withdrawals from the Savings Account exceeding two thousand dollars (\$2,000) must first be approved by both the Townhome Committee Treasurer and the Board Treasurer prior to withdrawal.
 - (e) Every month, Management shall move a set amount from the Operating Account to a separate bank Account that will serve as a long-term Reserves Account. The dollar amount of this monthly transfer shall be determined by the Association Treasurer in consultation with the Treasurer of the Townhome Committee during the annual budgeting process. This Reserves Account will be opened with the provision agreed to by the bank or institution that such funds may be withdrawn only by signature of one (1) member of the Townhome Committee and two (2) members of the Board.
 - (f) Any Special Assessments levied by the Townhome Committee for expenses that should have been covered by Reserves shall be deposited by Management directly into the Reserves Account.
 - (g) All funds in all three (3) Townhome Accounts referenced above, Operating Account, short-term Savings Account, and Reserves Account, can be used only for the direct benefit of the Townhomes. Any appropriation by Management or the Board of such funds to cover general Association expenses or shortfalls is expressly prohibited.
8. Association Special Assessments and Insurance Payments and Depositories: Any funds received from Hazard Insurance for damage to The Arbours shall be deposited in accordance with the Declarations, Article IX, sections 9.1(b), 9.10(6) and 9.10(9). Any funds from Special Assessments levied by the Association for covering such repair costs in excess of insurance proceeds shall be deposited in accordance with the Declarations, Article IX, section 9.10(9). All such funds can be used only for the direct benefit of the Townhomes. Any appropriation by Management or the Board of such funds to cover general Association expenses or shortfalls is expressly prohibited.
9. Indemnification: The Association shall indemnify an individual made a party to a proceeding because the individual is or was a Townhome Committee Officer against liability incurred in the proceeding if the individual complies with the requirements of the South Carolina Nonprofit Corporation Act, §§ 33-31-101 *et. seq.*, (the "Act") and shall pay for or reimburse the reasonable expenses incurred by the Townhome Committee Officer who is a party to a proceeding in advance of final disposition of the proceeding if the Townhome Committee Officer complies with the terms of the Act.

The Board reserves the right to amend, modify, change and/or otherwise remove this Resolution at any time in accordance with Article 5 of the Bylaws.

In order to facilitate execution, this Resolution may be executed in multiple counterparts, which shall together constitute one original instrument. The signatures of all Board members passing this Resolution are set forth herein below.

ADOPTED this 4th day of MAY, 2018.



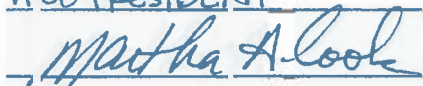
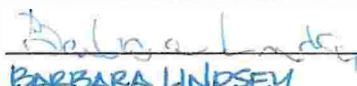
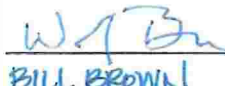
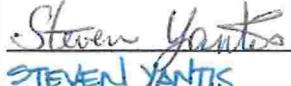

By:		_____
Print Name:	<u>SCOTT ASHE</u>	_____
Its:	<u>PRESIDENT</u>	_____
By:		_____
Print Name:	<u>ROB HANSEN</u>	_____
Its:	<u>VICE PRESIDENT</u>	_____
By:		_____
Print Name:	<u>MARTHA COOK</u>	_____
Its:	<u>TREASURER</u>	_____
By:		_____
Print Name:	<u>BARBARA LINDSEY</u>	_____
Its:	<u>SECRETARY</u>	_____
By:		_____
Print Name:	<u>BILL BROWN</u>	_____
Its:	<u>AT-LARGE MEMBER</u>	_____
By:		_____
Print Name:	<u>STEVEN YANTIS</u>	_____
Its:	<u>AT-LARGE MEMBER</u>	_____
By:		_____
Print Name:	_____	_____
Its:	_____	_____

Exhibit C

GLENLAKE UPSTATE HOMEOWNERS ASSOCIATION, INC. BOARD RESOLUTION 2018-010

The undersigned, being the Board of Directors (hereafter referred to as the "Board") of the Glenlake Upstate Homeowners Association, Inc. (hereafter referred to as the "Association"), do hereby resolve that:

WHEREAS, Article XV of the Declaration of Protective Covenants, Conditions and Restrictions for the Association (hereafter referred to as the "Declarations") authorizes the Board to enforce the Declarations as well as the Bylaws of the Association (hereafter referred to as the "Bylaws"); and

WHEREAS, Article III, Section 3.21 of the Bylaws authorizes the Board to enforce the Bylaws and Declarations (hereafter jointly referred to as the "Governing Documents") of the Association; and

WHEREAS, the Board believes it is in the best interest of the Association to establish, pursuant to the Governing Documents of the Association, a fair and equitable procedure to remedy breaches of the Governing Documents;

NOW THEREFORE, THE BOARD HEREBY RESOLVES TO ESTABLISH THE FOLLOWING PROCEDURES FOR ENFORCING THE GOVERNING DOCUMENTS OF THE ASSOCIATION:

1. A breach of the Governing Documents is reported to the Association Manager by a member of the Association by the completion of the Resident Complaint Form or by the Association Manager's own observation.
2. The Association Manager will research the Governing Documents to determine if the reported action is a violation. If in the Association Manager's opinion, a violation has occurred, the Board will be notified and it, or an appointed designee, will visit the property to verify the accuracy of the report.
3. When the breach is confirmed by the Board, the Board will communicate in writing to the Association Manager to send the **Notice of Violation** letter to the registered owner of the property which is in violation. This letter will be sent from the office of the Association Manager, and more specifically, from the Association Manager's staff member who would be charged with compelling compliance with the Governing Documents within the community.
 - (a) This letter will notify the owner of the specific portion of the Governing Documents that the property is violating, the exact wording of the Governing Documents, the specific steps to be taken to remedy the breach and a specific time period during which the breach may be remedied without further actions being taken by the Association.
 - (b) If the breach is remedied within the time period, no further action will be taken.
4. A member of the Board or a member of a committee which may be established for this purpose will verify at the expiration of this time period that the breach is either remedied to the

satisfaction of the Association or that the property continues to be in violation of the use restriction identified in the notification letter.

5. Upon verification that the breach is ongoing past the time period set forth in the **Notice of Violation** letter, the Board will cause a **Notice of Failure to Comply** letter to be sent to the registered owner of the property that remains in violation. This letter will be sent from the office of the Association Manager and more specifically from the Association Manager's staff member who would be charged with compelling compliance with such use restrictions within the community.
 - (a) This letter will reference the **Notice of Violation** letter and detail the specific use restriction that the property is violating, the specific steps to be taken to remedy the breach, a specific time period during which the breach may be remedied without further actions being taken by the Association and the actions that may be taken by the Association to remedy the breach.
 - (b) This letter will notify the registered owner of the property that remains in violation that the Association intends to recover from such registered owner all costs associated with any and all remedy actions taken by the Association.
 - (c) If the breach is remedied within the time period, no further action will be taken.
6. A member of the Board or a member of a committee which may be established for this purpose will verify at the expiration of this time period that the breach is either remedied to the satisfaction of the Association or that the property continues to be in violation of the use restriction identified in the notification letter.
7. Upon verification that the breach is ongoing past the time period set forth in the **Notice of Failure to Comply** letter the Board will convene in Executive Session either in person or by any other means approved by the Board for the purpose of taking a vote to determine the remedy action to be taken by the Association. Upon a majority vote by the Board, the President will notify the Executive Officer of the Association Manager in writing to proceed with the affirmed action.
8. Upon notification from the Board of their decision to proceed and the action to be taken, a **Notice of Legal Action** letter will be sent by certified US Mail to the registered owner of the property that remains in violation. This letter will be sent from the office of the Executive Officer of the Association Manager who oversees the Management of the community.
 - (a) This letter will reference the **Notice of Violation** letter and the **Notice of Failure to Comply** letter. This letter will detail the failure of the owner to bring their property into compliance, an additional grace period within which to comply, and the intent of the Association to bring legal actions against the registered owner of the property if the breach is not remedied within this grace period. These legal actions may take the form of **Fines for Non-compliance, Self-Help** remedies as permitted by the Governing Documents, or actions being taken in the Courts. The letter will also state the Association's intent to recover from the registered owner of the property that remains in violation all costs associated with any and all remedy actions taken by the Association. These costs will include but are not limited to the cost of the **Notice of Legal Action** letter, attorney's fees, court costs, contractor invoices, and administrative fees.

- (b) If applicable, the Association's Attorney will be copied on this letter in order to prevent any undue delays. Further, if this action has been referred to the Attorney the registered owner of the property which remains in violation must conduct all further communications with the Association's Attorney.
 - (c) If the Board issues a fine for non-compliance as a first step in the Legal Process, the fines structure will be detailed in this notice. These fines will be collected in accordance with the Governing Documents and Association policy.
 - (d) The Board may suspend the registered owner's right to use any part of the Common Property and to participate in HOA activities.
 - (e) In accordance with Section 3.21 of the Bylaws, the registered owner of the property may challenge the fine or suspension of registered owner's rights by requesting a hearing before the Board for its reconsideration of the fine or suspension. The request must be made in accordance with the Governing Documents.
9. A member of the Board or a member of a committee which may be established for this purpose will verify at the expiration of this time period that the breach is either remedied to the satisfaction of the Association or that the property continues to be in violation of the Governing Documents identified in the notification letter.
10. Upon verification that the breach is ongoing past the time period set forth in the **Notice of Legal Action** letter the Association Manager will move forward with the appropriate actions as previously determined by the Board. All of the preceding actions taken by the Association Manager will be deemed as authorized by the Board.
11. The Board will cause payment to be remitted to cover all cost for such remedy actions paid from Association funds at the time service is rendered. The Board will take all actions necessary to recover this cost from the violating home owner. These collection actions will be pursuant to the Governing Documents and published Association policies.

The Board reserves the right to modify this Resolution at any time in its sole discretion.

In order to facilitate execution, this Resolution may be executed in multiple counterparts, which shall together constitute one original instrument. The signatures of all Board members passing this Resolution appear below.

ADOPTED this 21st day of JUNE, 2018.

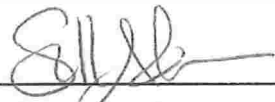
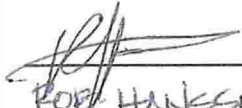



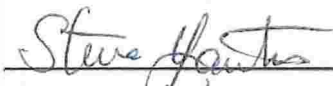
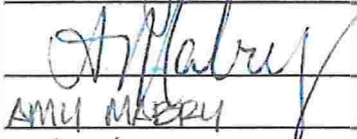
By:		_____
Print Name:	SCOTT ASHE	_____
Its:	PRESIDENT	_____
By:		_____
Print Name:	ROB HANSEN	_____
Its:	VICE PRESIDENT	_____
By:		_____
Print Name:	MARTHA COOK	_____
Its:	TREASURER/SECRETARY	_____
By:		_____
Print Name:	CHAD SQUIRES	_____
Its:	member	_____
By:		_____
Print Name:	BILL BROWN	_____
Its:	member	_____
By:		_____
Print Name:	STEVE VANTIS	_____
Its:	Steve Vantis	_____
By:		_____
Print Name:	AMY MABRY	_____
Its:	Member	_____

Exhibit D

GLENLAKE UPSTATE HOMEOWNERS ASSOCIATION, INC.
BOARD RESOLUTION 2018-014

The undersigned, being the Board of Directors (hereafter referred to as the "Board") of the Glenlake Upstate Homeowners Association, Inc. (the "Association"), by and through this Board Resolution ("Resolution") hereby resolve that:

WHEREAS, Article III, section 3.18 of the Bylaws of the Association grants the Board certain Powers and assigns to the Board certain Duties; and

WHEREAS, the Board believes it is in the best interest of the Association to establish, pursuant to the governing documents of the Association, a standard Code of Ethics that will govern the behavior of all individuals serving in electable positions within the Association;

NOW THEREFORE, THE BOARD HEREBY RESOLVES THAT THE FINAL TWO (2) PAGES OF THIS RESOLUTION SHALL CONSTITUTE A CODE OF ETHICS THAT MUST BE ACCEPTED, IN WRITING, BY EVERY INDIVIDUAL SERVING THE ASSOCIATION IN AN ELECTABLE OFFICE. ANY ALLEDGED VIOLATIONS OF THIS CODE WILL BE REFERRED TO THE BOARD'S LEGAL COUNSEL WHO SHALL ASSESS THE EVIDENCE AND ADVISE THE BOARD REGARDING THE LIKELY VALIDITY OF THE CLAIM AND, IF APPROPRIATE, RECOMMEND A PENALTY UP TO, AND INCLUDING, EXPULSION FROM OFFICE AND LEGAL REDRESS IN THE COURTS.

The Board reserves the right to amend, modify, change and/or otherwise remove this Resolution at any time in accordance with Article III of the Bylaws.

The signatures of all Board members passing this Resolution appear below.

ADOPTED this 15th day of November, 2018.

By:

Print Name:

William Brown

Its:

President

By:

Print Name:

Martha Cook

Its:

Treasurer

By:

Print Name:

Heather Dill

Its:

Secretary

By:

Print Name:

Rob Hanssen

Its:

Vice President

By:

Print Name:

Amy Mabry

Its:

Member

By:

Print Name:

Chad Squires

Its:

Member

Absent

By:

Print Name:

Steven Yantis

Its:

Member

Absent

Glenlake Upstate Home Owners Association, Inc.

Code of Ethics for Electable Officers

This model code of ethics is not meant to address every potential ethical dilemma encountered by an individual who serves on the Board of Directors (hereafter referred to as the "Board"), or serves on the Townhome Committee (hereafter referred to as the "Committee") or holds any other electable position in the Glenlake Upstate Home Owners Association, Inc. (hereafter referred to as the "Association").

Persons serving in Electable Positions should:

- Fully disclose any personal or professional relationships they may have with any company or individual who has, or is seeking, a business relationship with the Association.
- Recuse themselves from any Board deliberations or votes on matters directly and individually affecting any Association owner, resident, contractor or supplier who is a relative, or whose relationship with them exceeds casual friendship, or whose relationship with them could reasonably constitute—or even present the appearance of constituting—a conflict of interest.
- Act within the boundaries of their authority as defined by law and the governing documents of the Association and, if applicable, of any subordinate Neighborhood.
- Perform their duties without bias for or against any individual or group of owners or non-owner residents within the Association and, if applicable, within any subordinate Neighborhood.
- Use sound judgment to make the best possible business decisions for the Association, and, if applicable, any subordinate Neighborhood, taking into consideration all available information, circumstances and resources.
- Strive always to serve the best long-term interests of the entire Association and, if applicable, any subordinate Neighborhood, regardless of their personal interests.
- Work together as a group, share perspectives, and seek to agree on a unified path forward.
- Always speak with one voice, supporting all duly-adopted decisions of the Board or Committees even if in the minority regarding actions that may not have obtained unanimous consent.
- Provide opportunities outside of Committee Meetings and Open Board Meetings, when appropriate, to allow owners to comment on decisions facing the Neighborhoods or Association.
- Conduct and/or support and/or participate in open, fair and well-publicized elections.

Persons serving in Electable Positions should not:

- Reveal to any Association owner, resident, or any other third party (excluding Board members, Committee colleagues, and the Association's Liaison to Management but including, although not limited to, spouses and other relatives, significant others, friends, business associates, and personal or professional support staff) the discussions, decisions and comments made at any closed meeting or during members' telephone conversations or electronic communications regarding issues that are considered in closed meetings (such as Committee Meetings and Board Executive Sessions). This prohibition on disclosure shall last until the Board authorizes public disclosure of that specific information and, thus, can last beyond the individuals' tenure in elected office.
- Divulge to any Association owner, resident, or any third party (excluding Board members, Committee colleagues, and the Association's Liaison to Management but including, although not limited to, spouses and other relatives, significant others, friends, business associates, and personal or professional support staff) any personal information about any Association owner, resident or employee that was obtained in the performance of the individuals' duties. This prohibition on disclosure shall last until the Board authorizes public disclosure of that specific information and, thus, can last beyond the individuals' tenure in elected office.
- Use their positions or decision-making authority for personal gain or to seek advantage over another owner or non-owner resident of the Association.
- Make personal attacks on Board members, Committee colleagues, members of appointed committees, Association staff, or Association owners and non-owner residents.
- Harass, threaten or attempt through any means to control or instill fear in any elected Committee member, Board member, appointed committee member, or in any Association owner, non-owner resident, employee or contractor.
- Misrepresent known facts in any issue involving Neighborhood or Association business.
- Reveal confidential information provided by contractors to anyone not on the group directly supervising the contract (excluding Board members and the Association's Liaison to Management but including, although not limited to, spouses and other relatives, significant others, friends, business associates, and personal or professional support staff). This disclosure prohibition lasts indefinitely.
- Make unauthorized promises to a contractor or bidder.
- Advocate or support any action or activity that violates a law or regulatory requirement.
- Spend unauthorized Association, Neighborhood, or Committee funds for their personal benefit.
- Accept any gifts—directly or indirectly—worth more than twenty-five dollars (\$25.00) from any Association owners, residents, contractors or suppliers who are not relatives or friends motivated by affection or similar personal reasons.

 Name, Home Address

 E-mail Address

 Cell Number

 Signature

 Date



RULES NON-COMPLIANCE FINES

Actions that Start and Stop

Declaration Section Number and Title										
8.16	Vehicles and Parking on Streets**	-	10	-	10	\$25.00	7	\$50.00	7	\$100.00
8.16	Parking on Sidewalks/Grass**	-	10	-	10	\$50.00	7	\$100.00	7	\$150.00
8.16	Clubhouse Event-Parking on Streets (per vehicle)	N/A	0	N/A	0	\$200.00	0	\$400.00	0	\$600.00
8.20	a. Garbage and Refuse Disposal	-	10	-	10	\$100.00	7	\$200.00	7	\$400.00
8.21	Animals and Pets	-	30	-	30	\$10.00	7	\$20.00	7	\$30.00
8.22	Nuisance	-	10	-	10	\$25.00	7	\$50.00	7	\$75.00
8.23	Unsanitary or Unkempt Conditions	-	10	-	10	\$100.00	7	\$200.00	7	\$400.00
8.26	Guns	-	10	-	10	\$50.00	7	\$100.00	7	\$150.00

Simple (Observed) Verification

Declaration Section Number and Title										
8.6	Walls and Fences	-	30	-	30	\$100.00	7	\$200.00	7	\$400.00
8.7	Terraces, Detached Garages and Eaves	-	30	-	30	\$100.00	7	\$200.00	7	\$400.00
8.8	Fences	-	30	-	30	\$100.00	7	\$200.00	7	\$400.00
8.9	Storage Sheds and Garages	-	30	-	30	\$100.00	7	\$200.00	7	\$400.00
8.11	Obstructions to View at Intersection	-	10	-	10	\$50.00	7	\$100.00	7	\$150.00
8.12	Completion of Construction	-	10	-	10	\$500.00	1	\$500.00	1	\$500.00
8.12	Completion of Landscaping	-	10	-	10	\$10.00	1	\$20.00	1	\$30.00
8.13	Aesthetics, Nature Growth	-	10	-	10	\$100.00	7	\$200.00	7	\$400.00

*Circumstances, determined by the Board, may only involve a Notice of Violation. Notice of Fine gives 15 day grace period before first fine is levied.

**Board has the right to tow the vehicle in violation after 10 days if not moved.

Simple (Observed) Verification continued

Simple (Observed) Verification continued						Legal Action Phase: Fines, Self-Help, and Court								
	Letter:	Notice of Violation [No Fine]	Days between letters	Letter:	Failure to Comply [No Fine]	Days between letters	Letter:	First Non-Compliance & Fine*	Days between letters	Letter:	Second Non-Compliance & Fine	Days between letters	Letter:	Third Non-Compliance & Fine
8.14		-	30	-	-	30		\$100.00	7		\$200.00	7		\$400.00
Delivery Receptacles, Property Identification Markers and all other Streetscapes														
8.15		-	10	-	-	10		\$10.00	7		\$20.00	7		\$30.00
Signs														
8.19		-	10	-	-	10		\$25.00	7		\$50.00	7		\$75.00
Clothes Lines and Garbage Containers														
8.20		-	10	-	-	10		\$25.00	7		\$50.00	7		\$75.00
b. Unscreened Garbage cans, Woodpiles, Hot tubs, Spas														
8.24		-	10	-	-	10		\$25.00	7		\$50.00	7		\$75.00
Antennas														
8.25		-	10	-	-	10		\$100.00	7		\$200.00	7		\$400.00
Drainage														
8.27		-	30	-	-	30		\$25.00	7		\$50.00	7		\$75.00
Utility Lines														
8.28		-	10	-	-	10		\$25.00	7		\$50.00	7		\$75.00
Air Conditioning Units														
8.29		-	10	-	-	10		\$10.00	7		\$20.00	7		\$30.00
Lighting														
Artificial Vegetation, Exterior Sculpture, Fountains, & Similar Items														
8.30		-	30	-	-	10		\$100.00	7		\$200.00	7		\$400.00
Energy Conservation Equipment														
8.31		-	30	-	-	10		\$100.00	7		\$200.00	7		\$400.00
Swimming Pools and Hot Tubs														
8.32		-	30	-	-	30		\$100.00	7		\$200.00	7		\$400.00
Gardens and Play Equipment														
8.33		-	10	-	-	10		\$25.00	7		\$50.00	7		\$75.00
Exteriors														
8.34		-	10	-	-	10		\$100.00	7		\$200.00	7		\$400.00
Exterior Security Devices														
8.35		-	10	-	-	10		\$25.00	7		\$50.00	7		\$75.00
Entry Features														
8.36		-	10	-	-	10		\$100.00	7		\$200.00	7		\$400.00
Streams and Wetlands														
8.37		-	30	-	-	10		\$100.00	7		\$200.00	7		\$400.00

*Circumstances, determined by the Board, may only involve a Notice of Violation. Notice of Fine gives 15 day grace period before first fine is levied.

**Board has the right to tow the vehicle in violation after 10 days if not moved.

Exhibit F

Revision Date January 1, 2019

Page 1 of 5

Glen Lake Homeowners Association Clubhouse Reservation Form

The clubhouse may be reserved for a maximum of twelve (12) hours on the day of the event, from 10:00 AM to 10:00 PM. This includes ALL SET-UP AND CLEAN-UP TIME. If the renter occupies the clubhouse before or after this specific time block, that is a violation of the agreement.

Glen Lake Homeowner's Name: _____

Glen Lake Homeowner's Address: _____

Daytime Phone: _____ Evening Phone: _____

Reservation Date: _____ Reservation Time (12 hours) From 10:00 AM to 10:00 PM

Type of Function: _____ Number of Guests Expected: _____

75 guest maximum from Memorial Day Weekend through Labor Day; 100 guest maximum all other days

By signing this reservation request, I am acknowledging the receipt, review and acceptance of all clubhouse rental responsibilities as detailed on this and the following pages of the Glen Lake Homeowners Association Clubhouse Rental Agreement. I understand that **violation of any of these responsibilities** may result in fines and/or the loss of my security deposit, and that violations of the Guest and Host Parking section in this Agreement may also result in the towing of the offending vehicle(s) at their owners' expense. I further understand that I am responsible for, and I agree to pay for, any damage to the facilities resulting from my event.

I acknowledge that the clubhouse is to be rented and events hosted exclusively by Glen Lake residents in good standing. Therefore I will not rent the clubhouse on behalf of a relative or friend. I will be present the entire time of my event.

Homeowner's Signature: _____ Date: _____

Deposit: A two hundred dollar (\$200.00) security deposit is required to reserve the clubhouse. This check should be made payable to Hinson Management, Inc. and must be paid at least ten (10) days in advance of the event. This check will be returned to the homeowner if, upon inspection, all clubhouse rental responsibilities have been met and no damages done to the facilities.

Homeowner's Check # _____

Rental Fee: A one hundred fifty dollar (\$150.00) rental fee is required to reserve the clubhouse. This check should be made payable to Hinson Management, Inc. and must be paid at least ten (10) days in advance of the event. This fee is non-refundable unless the reservation is canceled at least three (3) days prior to the event.

Homeowner's Check # _____

Confirmation: Reservations are confirmed by a completed Clubhouse Reservation Form, payment of both the deposit and the rental fee, and the approval of Hinson Management, Inc., as indicated below.
Please keep this form with you while using the clubhouse.

Approved: _____ Approval Date: _____

For Hinson Management, Inc.

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

Glenlake Upstate Homeowners Association, Inc.

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

1. GLENLAKE UPSTATE HOMEOWNERS
ASSOCIATION, INC. BOARD
RESOLUTION 2019-001

Declaration originally recorded in Book 82-R at Page 862

WHEREAS, the South Carolina Homeowners Association Act (S.C. Code Ann. §§ 27-30-110 to -170) requires Homeowners Associations to record Governing Documents, Rules, Regulations, and amendments thereto; and

WHEREAS, the Declaration of Protective Covenants, Conditions, and Restrictions For Glenlake Subdivision, Phase No. 1 was recorded on March 31, 2005 in the Office of the Register of Deeds for Spartanburg County in Deed Book 82-R at Page 862 (as amended and supplemented, the "Declaration"); and

WHEREAS, pursuant to the Declaration, Glenlake Upstate Homeowners Association, Inc. is the Homeowners Association for the Glenlake Subdivision; and

WHEREAS, Glenlake Upstate Homeowners Association, Inc. desires to comply with the recording requirements of the South Carolina Homeowners Association Act by recording its Governing Documents, Rules and Regulations, as amended, that have not already been recorded; and

NOW THEREFORE, in accordance with the foregoing, Glenlake Update Homeowners Association, Inc. does hereby record the following to comply with the recording requirements of the South Carolina Homeowners Association Act:

Glenlake Update Homeowners Association, Inc. Board Resolution 2019-001, Attached as Exhibit A

IN WITNESS WHEREOF, Glenlake Upstate Homeowners Association, Inc. has by its duly authorized officer set its hand and seal this 8th day of January, 2020.

[Signature Pages to Follow]

DEE-2020-3160



DEE BK 126-S PG 514-517

Recorded 4 Pages on 01/23/2020 02:19:32 PM

Recording Fee: \$25.00

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

SIGNED SEALED AND DELIVERED

Glenlake Upstate Homeowners Association, Inc.

In the presence of:

By: Don Hazzard (L.S.)

Kelli W. Mathis

(witness #1)

Print Name: Don Hazzard

Megan M Blackwell

(witness #2)

Its: President

STATE OF SOUTH CAROLINA)

COUNTY OF SPARTANBURG)

ACKNOWLEDGEMENT

I, Christy Dunn, Notary Public for the State of South Carolina,
do hereby certify that Glenlake Upstate Homeowners Association, Inc. by Don Hazzard, its President personally appeared
before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 8th day of January, 2020.



Christy Dunn
Notary Public for South Carolina

My Commission Expires: 5/22/2023

GLENLAKE UPSTATE HOMEOWNERS ASSOCIATION, INC.
BOARD RESOLUTION 2019-001

The undersigned, being the Board of Directors (hereafter referred to as the "Board") of the Glenlake Upstate Homeowners Association, Inc. (hereafter referred to as the "Association"), do hereby resolve that:

WHEREAS, Article 8.1 of the Declaration of Protective Covenants, Conditions and Restrictions of the Association authorizes the Board to promulgate, modify or delete use restriction and rules and regulation applicable to the Community; and


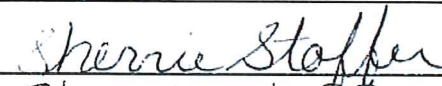

WHEREAS, the Board believes it is in the best interest of the Association to establish a new rule restricting the feeding of water fowl with the objective of reducing nuisance of said water fowl and protecting the water fowl from consuming harmful matter.

NOW THEREFORE, THE BOARD HEREBY RESOLVES THAT A NEW RULE IS PROMULGATED AS FOLLOWS:

No homeowner, resident, guest or any other person shall be allowed to feed water fowl in the Common Areas without explicit prior written approval of the Board of Directors.

The signatures of all Board members passing this Resolution appear below.

ADOPTED this 6th day of June, 2019.

By:	<u></u>
Print Name:	<u>Chad Squires</u>
Its:	<u>member</u>
By:	<u></u>
Print Name:	<u>Sherrie Stoffer</u>
Its:	<u>member</u>
By:	<u></u>
Print Name:	<u>Rob Housen</u>
Its:	<u>SECRETARY</u>

By:

Print Name:

Its:

By:

Print Name:

Its:

By:


Print Name:


Its:

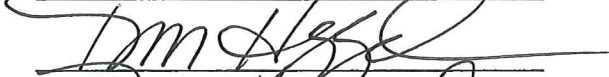
By:

Print Name:

Its:


Jon S. Halpin
Treasurer


Anthony G. Glines
Vice President


Don Harzard
President