

DEED 65D PG 159

RECORDED

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**DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR FOUR BEES, INC.
OWNER AND DEVELOPER OF A SUBDIVISION KNOWN AS
EAGLE POINTE SUBDIVISION**

THIS DECLARATION made on the date hereinafter set forth by FOUR BEES, INC., hereinafter referred to as "Declarant."

WITNESSETH

WHEREAS, Declarant is the owner of certain property in the County of Spartanburg, State of South Carolina, which is more particularly described as:

ALL those certain pieces, parcels or lots of land situate, lying and being in the State of South Carolina, County of Spartanburg, in the Boiling Springs Community, as shown on survey plat for Phase No. 1 Eagle Pointe Subdivision, prepared by Neil R. Phillips & Company, Inc., dated July 11, 1996 and recorded July 16, 1996 in Plat Book 134 at Page 610 in the RMC Office for Spartanburg County, SC.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Eagle Pointe Homeowners Association, Inc., its successors and assigns.

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Section 2. "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 a part of the properties, including contract sellers, but excluding the developer and builders holding property for resale and those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" 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.

Section 4. "Recreational Facilities" shall mean and refer to any cabana, swimming pool and any other facilities designed for active recreational use, along with the parking areas on the Common Area and any additions thereto. The recitals contained herein are for illustration only, and nothing contained in this Section or in the Declaration shall obligate Declarant or the Association to construct specific recreational facilities.

Section 5. "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Properties.

Section 6. "Declarant" shall mean and refer to Four Bees, Inc., its successors and assigns.

Section 7. "Builder" shall mean and refer to Pulte Homes of South Carolina, Inc., a Michigan Corporation, its successors and assigns, and other builders in the event Four Bees, Inc. sells said builders lots to be built for resale.

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ARTICLE II**PROPERTY RIGHTS**

Section 1. Owner's easements of enjoyment. Every Owner shall be a member of the Homeowners Association, which memberships shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable fees for the maintenance of lighting entrances, common areas, fences, landscaping, sprinkler systems, light fixtures and related bulbs and other reasonable expenses.

(b) The right of the Association to suspend the voting rights of an Owner for any period not to exceed (sixty) 60 days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by 2/3rds of each class of members has been recorded;

(d) The right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area;

(e) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities thereon. No such mortgage of the Common Area shall be effective unless an instrument agreeing to such mortgage of Common Area is signed by 2/3rds of each class of members. Also, so long as there is Class B Membership,

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mortgage of any Common Area must also be approved by the U.S. Department of Veterans Affairs;
and

(f) The right of the Association to exchange portions of Common Area with the Declarant for substantially equal areas of the properties for the purpose of eliminating unintentional encroachments of improvements onto portions of the Common Areas or any other purpose or reason. As long as there is Class B Membership, no such exchange of portions of Common Area with the Declarant shall be effective unless an instrument agreeing to such exchange has been approved by the U. S. Department of Veteran Affairs.

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

Class A. Class A Members shall be all Owners, with the exception of the Declarant and Builder, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The Vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The B member(s) shall be the Declarant and Builder and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on January 1, 2010.

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ARTICLE III**COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the lien and personal obligation of assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments.

(a) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of Eagle Pointe and in particular for the improvement and maintenance of services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, including but not limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Area; the maintenance of water and sewer mains in and upon the Common Area; the maintenance of open spaces and streets which have not been accepted for dedication by a public authority, roadway medians and islands (including medians and islands located in dedicated rights-of-way), drives and parking areas within the Common Area, the procurement and

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maintenance of insurance in accordance with the By-Laws; the maintenance of the cabana, swimming pool, etc.; the maintenance of lakes, ponds, retention areas or other bodies of water located within the Common Area; the maintenance of dams and areas surrounding such water; the maintenance of any "sign easement" areas located on any Lot, as shown on a recorded plat; the maintenance of entranceways, landscaping and lighting of Common Area, road medians and islands and entranceways, the lighting of streets (whether public or private); the payment of charges for garbage collection and municipal water and sewer services furnished to the Common Area; the costs associated with duties of the Architectural Control Committee; the employment of attorneys and other agents to represent the Association when necessary; the provision of adequate reserves for the replacement of capital improvements including, without limiting the generality of the foregoing, paving, and any other major expense for which the Association is responsible; and such other needs as may arise.

(b) The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area and those other portions of the Properties which the Association may be obligated to maintain. Such reserve fund is to be established out of regular assessments for common expense.

(c) All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Properties, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and the By-Laws of the Association. As monies for any assessment are paid to the Association by any Lot Owner, the same may be commingled with monies paid to the Association by the other Owners. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits

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derived therefrom shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Lot. When a Lot Owner shall cease to be a member of the Association by reason of his divestment of ownership of his Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the fund or assets of the Association, or which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of Properties.

Section 3. Maximum annual assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Two hundred Fifty and no/100 (\$250.00) Dollars per Lot and paid on a calendar year bases unless changed by the Homeowners Association.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five (5%) percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five (5%) percent only by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of ten percent (10%) above the previous year's assessment, subject to the provisions as provided for in these Restrictions.

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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 cost of any construction, reconstruction, repair, or replacement of a capital improvement in the Subdivision, provided that any such assessment shall have the assent to two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and quorum for any action authorized under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to 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 members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership 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 the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform rate of assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of commencement of annual assessments; due dates. The annual assessments provided for herein shall commence as to all Lots on the first day of January following the purchase of the property by an owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual

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assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as the date of its issuance. The Declarant shall fund such amount necessary to pay approved expenses in excess of the amount collected by the Association until the date Class B membership ceases.

Section 8. Effect of nonpayment of assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot or otherwise.

Section 9. Subordination of the lien to mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. 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 from liability for any assessments thereafter becoming due or from the lien thereof.

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ARTICLE IV
ARCHITECTURAL CONTROL

Section 1. The Architectural Committee shall be composed of John Beeson, Ted Smith, and Pete Kellos or their designates. In all matters, a majority vote shall govern.

Section 2. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, 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 same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee.

Section 3. The Architectural Committee shall have the right to refuse to approve any plans, specifications, and/or plot plans, taking into consideration the suitability of the proposed building or other improvements, the materials of which it is to be built, whether or not it is in harmony with the surroundings, and the effect it will have on other residences already constructed.

Section 4. Prior to the commencement of any construction, each Owner shall submit to the Architectural Committee, in duplicate, plans and drawings, in a one-eighth (1/8) scale or larger, which shall contain, at a minimum:

- (a) front elevations;
- (b) floor plan;
- (c) the area of heated floor space;
- (d) exterior building material to include color and type of material (vinyl, aluminum, cedar, etc.)

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- (e) exterior trim color;
- (f) roofing material and color;

These requirements also pertain to any alterations and/or additions to existing structures.

The documents and other information required to be submitted shall be delivered or mailed to the Architectural Committee of Eagle Pointe, 7 C Brendan Way, Greenville, South Carolina 29615. One complete set shall be retained by the Architectural Committee and the second complete set shall be returned to the applicant, with the Architectural Committee's approval or disapproval clearly noted thereon.

Section 5. In the event the Architectural Committee, or its designated committee, fails to approve or disapprove such plans within thirty (30) days after they have been submitted to it, such approval will be automatic. The terms "Building" or "improvements" shall be deemed to include the erection, placement, or alteration of any wall, fence driveway, or parking area, or any such activity undertaken subsequent to initial construction.

Section 6. The Architectural Committee is authorized to modify or amend during or before, in the construction or alteration of any building, the Article of these restrictions concerning set-back and location and size of improvements if, in the opinion of the Architectural Committee, such shall be necessary to prevent undue hardship.

Section 7. All construction, including fences, by any Owner, shall be performed by a licensed contractor or licensed builder and must be of materials and workmanship comparable to others in the subdivision.

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Section 8. Once construction is commenced, each Owner shall be responsible for insuring that such work proceeds at an orderly and timely pace, with no work stoppage in excess of fourteen (14) consecutive days, acts of God excepted.

Section 9. The construction of all houses and other structures shall be completed within six (6) months after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or builder. Houses and other dwelling structures may not be temporarily or permanently occupied until completed. During the continuance of construction, the Owner shall require the contractor to maintain the residential lot in a clear and uncluttered condition. Clean-up and removal of all boxes, trash or debris of any kind, shall be on a regular basis. No loose trash will be permitted to be strewn about the Property at any time. Any contractor who disregards this clean-up requirement will be, without recourse, subject to immediate suspension of his work until he complies with the clean-up requirement in every respect. Contractors who continue to disregard this clean-up requirement may be permanently removed from the Property without recourse.

Upon completion of construction, the Owner shall cause the contractor to immediately remove all equipment, tools, and construction materials from the Lot. Any damage to roads or property owned by others caused by the Owner's contractor or other parties providing labor or services to the Owner, shall be repaired by the Owner or by the Declarant at Owner's expense. This includes damage to curbs.

Section 10. The Declarant expressly reserves the right to assign any of the duties, powers, functions, and approval authority set forth herein to any assignee at Declarant's sole discretion.

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Section 11. Neither Declarant, Builder nor any other member of the Architectural Control Committee, shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Control Committee, nor for any structural defects in any work done according to such plans and specifications approved by the Architectural Control Committee. FURTHER, NEITHER DECLARANT, BUILDER NOR ANY MEMBER OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE LIABLE IN DAMAGES TO ANYONE BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, MISFEASANCE, MALFEASANCE OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OF SPECIFICATIONS OR THE EXERCISE OF ANY OTHER POWER OR RIGHT OF THE ARCHITECTURAL CONTROL COMMITTEE PROVIDED FOR IN THIS DECLARATION. EVERY PERSON WHO SUBMITS PLANS AND SPECIFICATIONS TO THE ARCHITECTURAL CONTROL COMMITTEE FOR APPROVAL AGREES, BY SUBMISSIONS OF SUCH PLAN AND SPECIFICATIONS, AND EVERY OWNER OF ANY LOT AGREES, THAT HE WILL NOT BRING ANY ACTION OR SUIT AGAINST DECLARANT, ASSOCIATION, ITS BOARD MEMBERS OR OFFICERS, OR ANY MEMBER OF THE ARCHITECTURAL CONTROL COMMITTEE, TO RECOVER ANY SUCH DAMAGES AND HEREBY RELEASES, REMISES, QUITCLAIMS, AND COVENANTS NOT TO SUE FOR ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, DEMANDS, AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN.

Section 12. It shall be the responsibility of each Owner and tenant thereof to prevent the accumulation of litter, trash, packing crates, or unkempt condition of buildings or grounds on his

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property, or to permit accumulations which shall tend to substantially decrease the beauty of the community as a whole or the specific area. No loose trash will be permitted to be strewn about the Property at any time. Garbage containers must be kept out of sight from the street, except during collection hours. All personal use items shall be stored inside when not in use. These items include, but are not limited to, yard tools, sprinklers, wheel barrows and children's toys as would create a nuisance for the community. In the event the requirements of this section are not adhered to, the Association shall send written notice via certified mail giving an additional period for compliance of ten (10) days, unless a hardship or special circumstance requires additional time. If the violation continues, the Association may at its sole discretion, hire contractors or personnel to correct said violation and bill the Homeowner for all costs incurred. The amounts owed shall, if not paid, become a lawn on the lot as specified herein.

ARTICLE V

USES PERMITTED AND PROHIBITED

Section 1. All platted Lots in Eagle Pointe as shown on a plat of the property as hereinabove set forth shall be used for single-family, residential purposes only, except for two lots designated for recreation purposes, and no business or business activity shall be carried on or upon any Lot at any time, except with the written approval of the Architectural Control Committee; provided however, that nothing herein shall prevent Declarant or any builder of homes in Eagle Pointe approved by Declarant from using any Lot owned by Declarant or such builder of homes for the purpose of carrying on business related to the development, improvement and sale of property in Eagle Pointe.

Section 2. No tent, shack, garage, barn, storage building, or other out-buildings shall be erected upon any Lot without approval from the Architectural Committee and, if approved, it shall not

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be used as a residence either temporarily or permanently. No structure of a temporary nature or an unfinished house shall be used as a residence and no house trailer, modular home, or mobile home shall be placed on any Lot either temporarily or permanently. Any boat, camping trailer, recreational vehicle, and/or similar equipment used for the personal enjoyment of a resident of a Lot shall at all times be neatly stored and positioned so as to be inconspicuous at the rear of the dwelling, if accessible, and if not accessible, must be subject to Architectural Committee approval.

Section 3. No obnoxious or offensive activity shall be permitted anywhere on the property nor shall anything be done which may become an annoyance, nuisance, or menace to the neighborhood. No Lot or any part thereof shall be used for any business, commercial, or public purpose. Business activities in the home which delivers products or services for a fee on site are prohibited, as is any business activity which utilizes more than twenty-five (25%) percent of the heated or unheated space in the home.

Section 4. No animals shall be kept, maintained, or quartered on any Lot or tract in the subdivision except that cats, dogs, rabbits, hamsters, or caged birds may be kept in reasonable numbers as pets for the pleasure of Owners so long as said animals do not constitute a nuisance or menace to the neighborhood.

Section 5. Tall shrubbery or hedges shall be trimmed to reasonable limits where traffic hazards may be created.

Section 6. Each Owner subject to these restrictions shall provide space for the off-street parking of automobiles prior to the occupancy of any building or structure constructed on said Property in accordance with reasonable standards established by the Architectural Committee. Vehicles shall not be parked in any front or side yard except in areas designated as a driveway or parking area. Vehicles in disrepair shall not be stored on the Property. No passenger vehicles without

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current registration and license tags will be allowed in the subdivision or on any Owner's Lot. Vehicles being repaired out of doors must have work completed within twenty-four (24) hours. Visiting guests only may use paved streets for temporary parking of their vehicles. All owners must park in designated parking areas on their Lot. No commercial vehicles may be stored or housed on the Property at any time. The Declarant may also direct vehicle owners to park outside the confines of the Property during the construction phase of any structure or landscaping.

ARTICLE VI

EASEMENTS

In addition to other easements as are shown on the recorded subdivision plat, a five foot easement is reserved over and across all side and rear lot lines, and a ten foot easement is reserved over and across the front lot line, for drainage, utility, cable television, gas, water, power, sewer, and telephone installation and maintenance; provided that should two lots be consolidated to support one residence, then and in that event, the easements herein above provided shall apply only with respect to the exterior lines of such consolidated lot.

When more than one Lot shall be used as a site for only one residence, the aforesaid five foot easement and ten foot easement shall apply only with respect to the exterior lines of such consolidated Lot.

Declarant specifically reserves the right to grant specific easements to any utility services listed herein at any time following the date hereof until any specific Lot shall be conveyed by Declarant. The right is reserved to authorize the laying and placing of sewer, gas, and water pipelines, telephone, cable television, telegraph, and electrical light poles on any of the streets and easements shown on the

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recorded subdivision plat. An easement for the installation and maintenance of utilities and drainage facilities is reserved over said streets and easements.

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ARTICLE VII
SETBACK, LOCATION, AND SIZE OF IMPROVEMENTS
AND OF BUILDING PLOTS

Section 1. Nothing herein contained shall be construed to prohibit the use of more than one (1) Lot or portions of one or more lots as a single-residential building site, provided that said Lot would otherwise meet the requirements as to size, setback line, and directional facing of said building as determined by the Declarant.

Section 2. No building shall be erected on any Lot nearer to the front lot line or nearer to the side street line than the building setback line shown on the recorded plat. Any such building shall face toward the front line of the Lot except that buildings to be constructed on corner Lots shall face in the direction designated by the Architectural Committee. No building shall be located nearer to any interior side lot line than the distance determined by applicable building codes.

Section 3. Detached Buildings, approved as provided in Article VI shall be of the same exterior material as the house and of a size no greater than 12' x 12' and be placed no nearer to any lot line than the distance determined by applicable building codes. Location of all detached buildings shall be approved in advance by the Architectural Committee.

Section 4. No wall, fence, or hedge shall be erected between the street and the front corner of main body of house. Subject to approval by the Architectural Committee, wood fences with a maximum height of six (6') feet are permitted to the rear of the front setback line (or the front of the home, if it is behind the setback line). Chain link fences are not permitted.

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Section 5. The total area of all driveways shall be paved by plant mix concrete. All driveways shall be able to accommodate two (2) full-size cars parked side by side in the parking area of the driveway.

Section 6. No Lot shall be recut so as to face in any direction other than is shown on the recorded plat nor shall it be recut so as to make any building site smaller than is provided for herein.

Section 7. No residence shall be constructed containing less than 1200 square feet exclusive of porches, garages, and breezeways. In computing the square footage of any residence containing a basement which is finished and heated, one-half (1/2) credit shall be given. Exceptions to this limitation may be granted by the Architectural Committee if in the opinion of the Committee that proposed residence would be in keeping with the overall concept of the subdivision.

Section 8. Roof pitches shall be at least 6/12 unless approval is given by the Architectural Committee for a lower pitch on a specific set of plans.

Section 9. Declarant has the right to install temporary barricade fencing.

Section 10. No residence shall be constructed without having at least a one car garage with a garage door that remains permanently as a functional garage. Garages may not be finished as additional livable square footage.

ARTICLE VIII

MISCELLANEOUS

Section 1. No signs shall be permitted on any Lots except that a single sign offering the Property for sale may be placed on such Lot, providing such sign is approved by the Architectural Committee.

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Section 2. All residences shall have a special mailbox which will be available from a source to be specified by the Declarant. Mailboxes shall be maintained in good state of repair by Owners at all times.

Section 3. The removal of any trees in excess of six (6") inches in diameter at a height of three (3') feet above ground level shall require prior approval of the Architectural Committee. No trees may be removed until final building plans have been approved by the Architectural Committee.

Section 4. The property within this subdivision is hereby declared to be a wildlife sanctuary, and all hunting or shooting is hereby prohibited.

Section 5. The Owner of each Lot shall cause written notice to be delivered to the Declarant upon the conveyance of any Lot by him, advising Declarant of the conveyance.

Section 6. No satellite or television dish or radio antenna shall be constructed or placed on any Lot except where type, size, screening, and location have been approved by the Architectural Committee. In no event shall a satellite dish or antenna be placed on the front or sides of the house or property.

Section 7. No above-ground pool shall be constructed or placed on any Lot, except that inflatable pools for small children are acceptable.

Section 8. Declarant reserves the right to place additional signs as needed.

Section 9. The Declarant herein shall have the option and/or authority to allow outside membership in the amenities to be constructed by the Declarant, i.e., cabana, swimming pool etc., and other properties reserved for the Homeowners Association which memberships shall be limited in duration to the period of time in which the Declarant is required to fund the shortfall of income to cover expenses for the said amenities. The fees to be charged by the Declarant to such outside members shall be set in the sole discretion of the Declarant herein.

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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 the 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 hereafter.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Lot Votes as provided for in Article II Section 2, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property may be annexed to the Properties. The Declarant shall have the express right to use any lot or lots owned by the Declarant as a street or streets to have access to adjoining properties so as to make said property a part of this subdivision and subject to these restrictions by amendment. The Declarant shall further have the right to convey lot/lots or other property to the Homeowners Association for use of the residents of this subdivision as common property to be controlled by the Homeowners Association.

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Section 5. FHA/VA approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans administration: Annexation of additional properties and amendment of this Declaration of Covenants, Conditions, and Restrictions.

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THIS DOCUMENT
MARGINAL
FORIMAGING

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hands and seals this 18 day of December, 1996.

WITNESSES:

FOUR BEES, INC.

Patricia A. Krasigie
Linda M. Melcher

By: TITLE: 

STATE OF SOUTH CAROLINA)

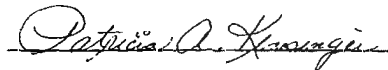
)

PROBATE

COUNTY OF SPARTANBURG)

)

PERSONALLY APPEARED before me the undersigned witness who, after being duly sworn, says that (s)he saw the within Declarant, seal, and as its act and deed deliver the within written Declaration of Covenants, Conditions, and Restrictions, and that (s)he, with the other two witnesses subscribed above, witnessed the execution thereof.

SWORN to before me this 18

day of December, 1996.

Linda M. Melcher

Notary Public for South Carolina
My commission expires: 1/10/97

THIS DOCUMENT
MARGINAL
FORMIMAGING

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hands and seals this 16th day of December, 1996.

WITNESSES:

PULTE HOMES OF SOUTH CAROLINA, INC.

Melanie Bland
Jack Jones Winick

By James B. Granger
TITLE: General Sales Manager
IT'S ATTORNEY IN FACT - SEE POA RECORDED ON
10/8/96 in Book 64W at Page 317 RMC OFFICE
FOR SPARTANBURG COUNTY
PROBATE

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

PERSONALLY APPEARED before me the undersigned witness who, after being duly sworn, says that (s)he saw the within Declarant, seal, and as its act and deed deliver the within written Declaration of Covenants, Conditions, and Restrictions, and that (s)he, with the other two witnesses subscribed above, witnessed the execution thereof.

SWORN to before me this 16th James B. Granger 13
day of December, 1996.

Jack Jones Winick

Notary Public for South Carolina
My commission expires:

THIS DOCUMENT
MARGINAL
FOR IMAGING

DEED 65--U PG 318

RECORDED

STATE OF SOUTH CAROLINA 97 APR 25 PM 2:15 AMENDMENT TO RESTRICTIONS
COUNTY OF SPARTANBURG R.H.C.) EAGLE POINTE
SPARTANBURG, S.C.) DEED BOOK 65-D, PG. 159

WHEREAS, heretofore on or about the 18th day of December, 1996,
FOUR BEES, INC., did restrict certain property known as **EAGLE
POINTE**, plat of which is recorded in Plat Book 134, Page 610 and;

WHEREAS, under General Provisions Section 4 of said
restrictions the owner retained the authority to add additional
properties to the subdivision, and;

WHEREAS, Four Bees, Inc., owns certain adjoining properties
and desire to restrict the same in accordance with the restrictions
as shown above.

NOW THEREFORE, Four Bees, Inc., does restrict according to the
restrictions above set forth the following numbered lots:
Lots 47 - 73, Lots 144 - 164, and Lots 219 - 221; which it owns as
shown in **EAGLE POINTE, SECTION 2**, plat of which is recorded in the
RMC for Spartanburg County in Plat Book 137, Page 484.

IN WITNESS WHEREOF, the undersigned, has hereunto set its hand
and seal this 25TH day of April, 1997.

WITNESSES:

FOUR BEES, INC.

RE

Wendell D. ...
Wendell D. ...

[Signature]
Its: *[Signature]*

THIS DOCUMENT
MARGINAL
FOR IMAGING

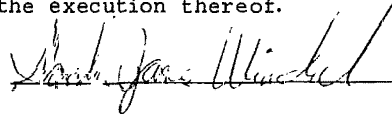
DEED 65--U PG 319


STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY APPEARED the undersigned witness and made oath that (s)he saw the within FOUR BEES, INC., sign, seal and as ITS act and deed deliver the within AMENDMENT TO RESTRICTIONS and that (s)he, with the other witness, witnessed the execution thereof.

SWORN to before me this 25th
day of April, 1997.




Notary Public for South Carolina
My commission expires: 7-17-97

RECORDED

9911123 PH 1:18 DEED 69-P PAGE 0821

STATE OF SOUTH CAROLINA }
 COUNTY OF SPARTANBURG }
 AMENDMENT TO RESTRICTIONS
 EAGLE POINTE
 DEED BOOK 65-D PAGE 159
 Amended 65-U Page 318

WHEREAS, heretofore on or about the 18th day of December, 1996, FOUR BEES, INC., did restrict certain property known as EAGLE POINTE, plat of which is recorded in Plat Book 134, Page 610 and;

WHEREAS, under General Provisions Section 4 of said restrictions the owner retained the authority to add additional properties to the subdivision, and;

WHEREAS, FOUR BEES, INC., owns certain adjoining properties and desire to restrict the same in accordance with the restrictions as shown above

NOW THEREFORE, FOUR BEES, INC., does restrict according to the restrictions above set forth the following number lots:

Lots 74 through 90 and Lots 117 through 144; which it owns as shown in EAGLE POINTE, PHASE NO. 3, plat of which is recorded in the RMC office for Spartanburg County in Plat Book 143, Page 474.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 18th day of March, 1999.

WITNESSES:

Laura M. Belcher
Linda M. Belcher

FOUR BEES, INC.

BY *[Signature]*
 ITS: PRESIDENT

STATE OF SOUTH CAROLINA }
 COUNTY OF SPARTANBURG }

PROBATE

PERSONALLY APPEARED the undersigned witness and made oath that she saw the within FOUR BEES, INC., sign seal and as ITS act and deed deliver the within AMENDMENT TO RESTRICTIONS and that she with the other witness witnessed the execution thereof.

SWORN to before me this 18th day of March, 1999.

Linda M. Belcher
 Notary Public for South Carolina
 My commission expires: 2/01/2007

[Signature]

10000 050 00000000

100.00 *

THIS DOCUMENT
 MARGINAL
 FOR IMAGING

DEED 71-J PG 902

STATE OF SOUTH CAROLINA} AMENDMENT TO RESTRICTIONS
 COUNTY OF SPARTANBURG} EAGLE POINTE
 DEED BOOK 65 D PAGE 159

WHEREAS, heretofore on or about the 18th day of December, 1996, FOUR BEES, INC., did restrict certain property known as EAGLE POINTE, plat of which is recorded in Plat Book 134, Page 610 and;

WHEREAS, under General Provisions Section 4 of said restrictions the owner retained the authority to add additional properties to the subdivision, and;

WHEREAS, FOUR BEES, INC., owns certain adjoining properties and desire to restrict the same in accordance with the restrictions as shown above.

NOW THEREFORE, FOUR BEES, INC., does restrict according to the restrictions above set forth the following number lots:

Lots 91 through 116; which it owns as shown in EAGLE POINTE, PHASE NO. 4, plat of which is recorded in the RMC office for Spartanburg County in Plat Book 146, Page 739.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 28th day of January, 2000.

WITNESSES:

Laura M. Pritchard
Linda M. Pritchard

STATE OF SOUTH CAROLINA}
 COUNTY OF SPARTANBURG}

FOUR BEES, INC.
 BY: *[Signature]*
 ITS: PRESIDENT

PROBATE

RECORDED
 00 JAN 31 PM 12:04
 RMC
 SPARTANBURG, S.C.

PERSONALLY APPEARED the undersigned witness and made oath that she saw the within FOUR BEES, INC., sign seal and as ITS act and deed deliver the within AMENDMENT TO RESTRICTIONS and that she with the other witness witnessed the execution thereof.

SWORN to before me this 28th day of January, 2000.

Linda M. Pritchard
 Notary Public for South Carolina
 My commission expires: 2/10/2007

[Signature]



Eagle Pointe Homeowners Association, Inc.

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

1. BY-LAWS A NOT FOR PROFIT
CORPORATION OF EAGLE POINTE
SUBDIVISION
2. EAGLE POINTE POOL RULES
3. EAGLE POINTERESOLUTIONS 2013-002

Declaration originally recorded in Book 65-D at Page 159

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 Covenants, Conditions, and Restrictions for Four Bees, Inc Owner and Developer of a Subdivision known as Eagle Pointe Subdivision was recorded on December 18, 1996 in the Office of the Register of Deeds for Spartanburg County in Deed Book 65-D at Page 159 (as amended and supplemented, the "**Declaration**"); and

WHEREAS, pursuant to the Declaration, Eagle Pointe Homeowners Association, Inc. is the Homeowners Association for Eagle Pointe Subdivision; and

WHEREAS, Eagle Pointe 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, Eagle Pointe Homeowners Association, Inc. does hereby record the following to comply with the recording requirements of the South Carolina Homeowners Association Act:

1. By-Laws A Not For Profit Corporation Of Eagle Pointe Subdivision, attached as **Exhibit A**
2. Eagle Pointe Pool Rules, attached as **Exhibit B**
3. Eagle PointeResolutions 2013-002, attached as **Exhibit C**

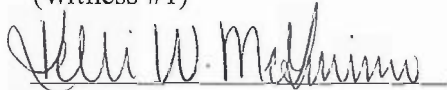
IN WITNESS WHEREOF, Eagle Pointe Homeowners Association, Inc. has by its duly authorized officer set its hand and seal this 9 day of January, 2019.

[SIGNATURE PAGE TO FOLLOW]

SIGNED SEALED AND DELIVERED
in the presence of:

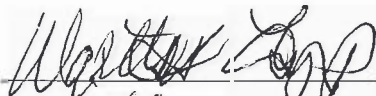


(witness #1)



(witness #2)

Eagle Pointe Homeowners Association, Inc.

By:  (L.S.)

Print Name: WALTER G. LAPP

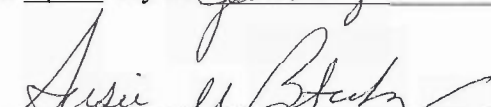
Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

ACKNOWLEDGEMENT

I, Susie M. Betenbaugh, Notary Public for the State of South Carolina, do hereby certify that Eagle Pointe Homeowners Association, Inc., by Walter G. Lapp, its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 9 day of January, 2019.



Notary Public for South Carolina
My Commission Expires: 10-29-25

EXHIBIT A

BY-LAWS A Not for Profit Corporation

of

EAGLE POINTE SUBDIVISION

Pursuant to the provisions of the South Carolina Business Corporation Act, the Board of Directors of Baldwin Forest Subdivision, a South Carolina eleemosynary corporation, hereby adopts the following By-Laws for such corporation.

ARTICLE I

NAME AND PRINCIPAL OFFICE

1.01 Name. The name of the eleemosynary corporation is "EAGLE POINTE SUBDIVISION" (hereinafter referred to as the "HOA").

1.02 Offices. The Principal offices of the HOA shall be at 101 West St. John Street, Suite 206, Spartanburg, South Carolina. The residential project, hereinafter the "Project", situated upon the real property described on Exhibit A attached hereto and located in Spartanburg County, State of South Carolina.

ARTICLE II

DEFINITIONS

2.01 Definitions. Except as otherwise provided herein or required by the context hereof, all terms defined in the Declarations of Covenants, Conditions and Restrictions for Eagle Pointe Subdivision, recorded in the RMC Office for Spartanburg County in Deed Book 65D Page 159.

ARTICLE III

MEMBERS

3.01 Annual Meetings. The annual meetings of members shall be held on a Saturday in FEBRUARY each year to be selected annually by the Board of Directors at a time selected by Board, beginning with the year following the year in which the Articles of Incorporation are filed, for the purpose of electing Directors and transacting such other business

as may come before the meeting. If the election of Directors shall not be held on the day designated herein for the annual meeting of the members, or at any adjournment thereof, the Board of Directors ("Board") shall cause the election to be held at a special meeting of the members to be convened as soon thereafter as may be convenient.

3.02 Special Meetings. Special meetings of the members may be called by the Board, the President, or upon the written request of members holding not less than Twenty percent (20%) of the total votes of the Class A membership. Such written request to state the purpose or purposes of the meeting and to be delivered to the Board or the President.

3.03 Place of Meetings. The Board may designate any place in Spartanburg County, State of South Carolina, as the place of meeting for any annual meeting or for any special meeting called by the Board. A waiver of notice signed by all members may designate any place, either within or without the State of South Carolina, as the place for holding such meeting. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be at the principal office of the HOA.

3.04 Notice of Meetings. The Board shall cause written or printed notice of the time, place and purpose of all meetings of the members (whether annual or special) to be delivered, not more than three (3) weeks nor less than fifteen (15) days prior to the meeting, to each member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his registered address, with first class postage thereon prepaid. Each member shall register with the HOA such member's current mailing address for purposes of notice hereunder. If no address is registered with the HOA, a member's Unit address shall be deemed to be his registered address for purposes of notice hereunder.

3.05 Quorum. At any meeting of the members, the presence of members holding, or holders of proxies entitled to cast, more than ten percent (10%) of the total votes of each class of membership shall constitute a quorum for the transaction of business. In the event a quorum is not present at a meeting, the members present (whether represented in person or by proxy), though less than a quorum, may adjourn the meeting to a later date. Notice thereof shall be delivered to the members as provided above. At the reconvened meeting, the presence of members holding, or holders of proxies entitled to cast, more than ten percent (10%) of the total votes of each class of membership shall again constitute a quorum for the transaction of business, with the members present though less than a quorum, being able to adjourn the meeting in order to obtain a quorum, and so from time to time thereafter until a quorum is obtained.

3.06 Proxies. At each meeting of the members, each member entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been authorized in writing. If a membership is jointly held, the instrument authorizing a proxy to act must have been executed by the designated member of record or that person's attorney thereunto duly

authorized in writing. Such instrument authorizing a proxy to act shall be delivered at the beginning of the meeting to the Secretary of the HIOA or to such other officer or person who may be acting as secretary of the meeting. The minutes of the meeting shall indicate whether the votes cast at the meeting were cast in person or by proxy.

3.07 Votes. With respect to each matter (except the election of the Board) submitted to a vote of the members, each member entitled to vote at the meeting shall have the right to cast, in person or by proxy, the weighted vote appertaining to such member, as set forth in the Declaration. The affirmative members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption proportion as required by the Articles of Incorporation, these By-Laws, the Declaration or South Carolina law. The election of Directors shall be by secret ballot. If a membership is jointly held, all or any holders thereof may attend each meeting of the members but such holders must act unanimously to cast the votes relating to their joint membership.

3.08 Waiver of Irregularities. All inaccuracies and/or irregularities in calls or notices of meetings and in the manner of voting, form of proxies and/or method of ascertaining members present shall be deemed waived if no objection thereto is made at the meetings.

3.09 Informal Action by Members. Any action that is required or permitted to be taken at a meeting of the members may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the members entitled to vote with respect to the subject matter thereof.

ARTICLE IV

BOARD OF DIRECTORS

4.01 General Powers. The property, affairs and business of the HOA shall be managed by its Board. The Board may exercise all of the powers of the HOA, whether derived from law, the Declaration or the Articles of Incorporation, except such powers as are by law, by the Articles of Incorporation or these By-Laws, or by the Declaration, vested solely in the members. The Board may by written contract delegate, in whole or in part, to a professional management organization or person such of its duties, responsibilities, functions and powers, or those of any officer, as are properly delegable.

4.02 Number, Tenure, and Qualifications. The number of Directors of the HOA shall be five (5). At the first annual meeting of the members held after the adoption hereof, the members shall elect two (2) Directors to serve as follows: To be elected to serve for a term of three (3) years; two (2) to be elected to serve for a term of (2) years; and one candidate shall be elected to serve for a term of one (1) year. At each annual meeting thereafter, the members shall elect for a three (3) year term the number of Directors required

to fill the number of vacancies created by the expiring terms of Directors. Directors must be members of the Eagle Pointe Subdivision.

4.03 Regular Meetings. The regular annual meeting of the Board shall be held without other notice than this By-law immediately after, and at the same place as the annual meeting of the members. The Board may provide by resolution the time and place, within Spartanburg County, South Carolina, for the holding of such additional regular meetings without other notice than such resolution.

4.04 Special Meetings. Special meetings of the Board may be called by or at the request of the President of the HOA or any two (2) Directors. The person or persons authorized to call special meetings of the Board may fix any place, within Spartanburg County, South Carolina, as the place for holding any special meeting of the Board called by such person or persons. Notice of any special meeting shall be given at least three (3) days prior thereto by written notice delivered personally, or mailed to each Director at his registered address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with first class postage thereon prepared. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of a meeting.

4.05 Quorum and Manner of Acting. A majority of the number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board. The Directors shall act only as a Board and individual Directors shall have no powers as such.

4.06 Compensation. No Director shall receive compensation for any services that he may render to the HOA as a Director; provided, however, that Directors may be reimbursed for expenses incurred in performance for their duties as Director and, except as otherwise provided in these By-Laws, may be compensated for services rendered to the HOA other than in their capacities as Directors.

4.07 Resignation and Removal. A Director may resign at any time by delivering a written resignation to either the President of the HOA or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Director may be removed at any time for or without cause by the affirmative vote of more than fifty percent (50%) of the total votes of the HOA at a special meeting of the members duly called for such purpose and may be removed otherwise as provided by South Carolina law.

4.08 Vacancies and Newly Created Directorships. If vacancies shall occur in the Board by reason of the death or resignation of a Director, or if the number of Directors shall be increased, the Directors then in office shall continue to act and such vacancies or newly created Directorships shall be filled by a vote of the Directors then in office, though less than a quorum, in any way approved by such Directors at the meeting. Any vacancies in the

Board occurring by reason of the member's removal of a director may be filled by election of the members at the meeting at which such Director is removed. Any Director elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor or for the term of the newly created Directorship, as the case may be.

4.09 Nomination. Nomination for election to the Board shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two or more members of the HOA. The Nominating Committee shall be appointed by the Board prior to each annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

4.10 Election. Election to the Board shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest numbers of votes shall be elected. Cumulative voting is not permitted.

4.11 Informal Action by Directors. Any action that is required or permitted to be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

4.12 Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members of their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and the right to use the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the HOA. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- (c) exercise for the HOA all powers, duties and authority vested in or delegated to this HOA and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties.

4.13 Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this HOA, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the HOA;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

ARTICLE V

OFFICERS

5.01 Number. The officers of the HOA shall be a President, Vice President, Secretary and Treasurer and such other officers as may from time to time be appointed by the Board.

5.02 Election, Tenure and Qualification. The officers of the HOA shall be chosen by the Board annually at the regular annual meeting of the Board. In the event of failure to choose officers at such regular annual meeting of the Board, officers may be chosen at any regular or special meeting of the Board. Each such officer (whether chosen at a regular annual meeting of the Board or otherwise) shall hold his office until the next ensuing regular annual meeting of the Board and until his successor shall have been chosen and qualified, or until his death, or until his resignation or removal in the manner provided in these By-Laws, whichever first occurs. Any one person may hold any two or more of such offices except that the President may not also be the Secretary. No person holding two or more offices shall act in or execute any instrument in the capacity of more than one office. All officers must be Directors.

5.03 Subordinate Officers. The Board may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority and perform such duties as the Board may from time to time determine. The Board may from time to time delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective titles, terms of office, authorities and duties. Subordinate officers need not be members or Directors of the HOA.

5.04 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to the President or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed by the Board at any time, for or without cause by the affirmative vote of more than fifty percent (50%) of the Board members present at a special meeting of the Board duly called for such purpose and may be removed otherwise as provided by South Carolina law.

5.05 Vacancies and Newly Created Offices. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board at any regular or special meeting.

5.06 The President. The President shall preside at meetings of the Board and at meetings of the members. He shall sign on behalf of the HOA all conveyances, mortgages,

1. The first part of the report discusses the general situation of the country and the progress of the work in the various departments. It also mentions the results of the recent elections and the state of the economy.

2. The second part of the report deals with the internal affairs of the country, including the administration, the judiciary, and the education system. It also mentions the state of the military and the police.

3. The third part of the report discusses the external affairs of the country, including the relations with the neighboring countries and the international community. It also mentions the state of the foreign trade and the diplomatic relations.

4. The fourth part of the report deals with the social and economic conditions of the country, including the state of the agriculture, the industry, and the commerce. It also mentions the state of the population and the social services.

5. The fifth part of the report discusses the progress of the work in the various departments, including the education, the health, and the social services. It also mentions the state of the public works and the infrastructure.

6. The sixth part of the report deals with the financial situation of the country, including the state of the budget, the revenue, and the expenditure. It also mentions the state of the public debt and the financial management.

7. The seventh part of the report discusses the progress of the work in the various departments, including the education, the health, and the social services. It also mentions the state of the public works and the infrastructure.

8. The eighth part of the report deals with the progress of the work in the various departments, including the education, the health, and the social services. It also mentions the state of the public works and the infrastructure.

9. The ninth part of the report discusses the progress of the work in the various departments, including the education, the health, and the social services. It also mentions the state of the public works and the infrastructure.

10. The tenth part of the report deals with the progress of the work in the various departments, including the education, the health, and the social services. It also mentions the state of the public works and the infrastructure.

11. The eleventh part of the report discusses the progress of the work in the various departments, including the education, the health, and the social services. It also mentions the state of the public works and the infrastructure.

12. The twelfth part of the report deals with the progress of the work in the various departments, including the education, the health, and the social services. It also mentions the state of the public works and the infrastructure.

13. The thirteenth part of the report discusses the progress of the work in the various departments, including the education, the health, and the social services. It also mentions the state of the public works and the infrastructure.

14. The fourteenth part of the report deals with the progress of the work in the various departments, including the education, the health, and the social services. It also mentions the state of the public works and the infrastructure.

15. The fifteenth part of the report discusses the progress of the work in the various departments, including the education, the health, and the social services. It also mentions the state of the public works and the infrastructure.

16. The sixteenth part of the report deals with the progress of the work in the various departments, including the education, the health, and the social services. It also mentions the state of the public works and the infrastructure.

17. The seventeenth part of the report discusses the progress of the work in the various departments, including the education, the health, and the social services. It also mentions the state of the public works and the infrastructure.

18. The eighteenth part of the report deals with the progress of the work in the various departments, including the education, the health, and the social services. It also mentions the state of the public works and the infrastructure.

19. The nineteenth part of the report discusses the progress of the work in the various departments, including the education, the health, and the social services. It also mentions the state of the public works and the infrastructure.

20. The twentieth part of the report deals with the progress of the work in the various departments, including the education, the health, and the social services. It also mentions the state of the public works and the infrastructure.

documents and contracts and shall do and perform all other acts and things that the Board may require of him.

5.07 The Vice President. The Vice President, in the absence of the President, shall perform all functions required of the President.

5.08 The Secretary. The Secretary shall keep the minutes of the HOA and shall maintain such books and records as these By-Laws, the Declaration or any resolution of the Board may require him to keep. He shall be the custodian of the seal of the HOA, if any, and shall affix such seal, if any, to all papers and instruments requiring the same. He shall perform such other duties as the Board may require of him.

5.09 The Treasurer. The Treasurer shall have the custody and control of the funds of the HOA, subject to the action of the Board, and shall, when requested by the President to do so, report the state of the finances of the HOA at each annual meeting of the members and at any meeting of the Board. He shall perform such other duties as the Board may require of him.

5.10 Compensation. No officer shall receive compensation for any services that he may render to the HOA as an officer; provided, however, that officers may be reimbursed for expenses incurred in performance of their duties as officers and, except as otherwise provided in these By-Laws, may be compensated for services rendered to the HOA other than in their capacities as officers.

ARTICLE VI

COMMITTEES

6.01 Designation of Committees. The Board may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions and powers. No committee member shall receive compensation for services that he may render to the HOA as a committee member; provided, however, that committee members may be reimbursed for expenses incurred in performance of their duties as committee members and (except as otherwise provided by these By-Laws) may be compensated for services rendered to the HOA other than in their capacities as committee members.

6.02 Nature of Committees. All committees shall act only in an advisory capacity to the Board of Directors and shall not have any power or authority to carry out any of the duties or responsibilities of the Board of Directors.

6.03 Proceedings of Committees. Each committee designated hereunder by the Board may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board.

6.04 Quorum and Manner of Acting. At each meeting of any committee designated hereunder by the Board, the presence of members constituting at least two-thirds of the authorized membership of such committee shall constitute a quorum for the transaction of business and the act of a majority of the members present at any meeting at which quorum is present shall be the act of such committee. The members of any committee designated by the Board hereunder shall act only as a committee and the individual members thereof shall have no powers as such.

6.05 Resignation and Removal. Any member of any committee, designated hereunder by the Board may resign at any time by delivering a written resignation either to the President, the Board or the presiding officer of the committee of which he is a member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The board may at any time, for or without cause, remove any member of any committee designated by it hereunder.

6.06 Vacancies. If any vacancy shall occur in any committee designated by the Board hereunder, due to disqualification, death, resignation, removal or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and, provided that two or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board.

ARTICLE VII

INDEMNIFICATION

7.01 Indemnification Against Third Party Actions. The HOA shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the HOA) by reason of the fact that he is or was a Director, officer, employee or agent of the HOA, or is or was serving at the request of the HOA was a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgements, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the HOA and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by any adverse judgement, order or settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the HOA and, with respect

to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

7.02 **Indemnification Against Association Actions.** The HOA shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the HOA to procure a judgement in its favor by reason of the fact that he is or was a Director, officer, employee or agent of the HOA, or is or was serving at the request of the HOA as a Director, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the HOA and except that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the HOA, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnify for such expenses which such court shall deem proper.

7.03 **Determination.** To the extent that a Director, officer, employee, or agent of the HOA has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 7.01 or 7.02 hereof, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith. Any other indemnification under Section 7.01 or 7.02 hereof shall be made by the HOA only upon a determination that indemnification of the Director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth respectively in Section 7.01 or 7.02 hereof. Such determination shall be made either (i) by the Board by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding or (ii) by the Owners by the affirmative vote of at least fifty percent (50%) of the total votes of the HOA at any meeting duly called for such purpose.

7.04 **Advances.** Expenses incurred in defending a civil or criminal action, suit or proceeding as contemplated in this Article may be paid by the HOA in advance of the final disposition of such action, suit or proceeding upon a majority vote of a quorum of the Board and upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay such amount or amounts unless it ultimately be determined that he is entitled to be indemnified by the HOA as authorized by this Article.

7.05 **Scope of Indemnification.** The indemnification provided for by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the HOA's Articles of Incorporation, By-Laws, agreements, vote of disinterested members or Directors, or otherwise, both as to action in this official capacity and as to action in another capacity while holding such office. The indemnification authorized by this Article shall apply to all present and future Directors, officers, employees and agents of the HOA and shall continue as to such persons who cease to be Directors, officers, employees or agents of the HOA and shall insure to the benefit of the heirs and personal representatives

of all such persons and shall be in addition to all other rights to which such persons may be entitled as a matter of law.

7.06 Insurance. The HOA may purchase and maintain insurance on behalf of any person who was or is a Director, officer, employee or agent of the HOA, or who was or is serving at the request of the HOA as a Director, officer, employee or agent of another corporation, entity or enterprise (whether for profit or not for profit), against any liability asserted against him or incurred by him in any such capacity or arising out of his status as such, whether or not the HOA would have the power to indemnify him against such liability under the laws of the state of South Carolina as the same may hereafter be amended or modified.

: 7.07 Payments and Premiums. All indemnification payments made and all insurance premiums for insurance maintained pursuant to this Article shall constitute expenses of the HOA and shall be paid with funds from the Common Expense Fund referred to in the Declaration.

ARTICLE VIII

FISCAL YEAR, SEAL AND BOOKS AND RECORDS

8.01 Fiscal Year. The fiscal year of the HOA shall begin on the 1st day of January each year and shall end on the 31st day of December next following, except that the first fiscal year shall begin on the date of incorporation and end on the 31st day of December next following.

8.02 Seal. The Board may by resolution provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the state of incorporation, and the words "Corporate Seal".

8.03 Books and Records. The books, records, and papers of the HOA shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles and the By-Laws of the HOA shall be available for inspection by any member at the principal office of the HOA, where copies may be purchased at reasonable cost.

ARTICLE IX

RULES AND REGULATIONS

9.01 Rules and Regulations. The Board may from time to time adopt, amend, repeal and enforce reasonable rules and regulations governing the use and operation of the Project to the extent that such rules and regulations are not inconsistent with the rights and duties set forth in the Articles of Incorporation, the Declaration or these By-Laws. The members shall be provided by the Board with copies of all amendments and revisions thereof.

ARTICLE X
COLLECTING FROM MEMBERS FOR PAYMENT
OF COMMON EXPENSES

10.01 **Method of Collecting.** The manner of collecting from the members for the payment of the common expenses shall be as set forth in the Declaration.

ARTICLE XI
AMENDMENTS

11.01 **Amendments.** These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B membership. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XII
DISSOLUTION

12.01 **Dissolution.** Upon dissolution of the Homeowners Association, any remaining assets of the corporation shall be distributed to its members.

IN WITNESS WHEREOF, the undersigned, consisting of all of the Directors of Eagle Pointe Subdivision have hereunto set their hands and seals the 31st day of January, 1997.

IN THE PRESENCE OF:

WITNESSES:

JOHN BEESON

[Signature]
[Signature]
PRESIDENT

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

PROBATE

PERSONALLY APPEARED the undersigned witness and made oath that (s)he saw the within Eagle Pointe Subdivision Homeowners Association, Inc. sign, seal and as its act and deed deliver the within By-Laws, and that (s)he, with the other witness subscribed above, witnesses the execution thereof.

SWORN to before me this 3rd
day of February, 1997.

[Signature]

[Signature]
Notary Public for South Carolina
My commission expires

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Handwritten notes or scribbles in the center of the page.

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EXHIBIT B

EAGLE POINTE POOL RULES

LAP SWIM:	7 AM TO 9 AM
REGULAR POOL HOURS:	9 AM TO 10 PM
ADULT SWIM (21 and Older):	10 PM TO 12 AM (FRIDAY & SATURDAY)

THE GATE ELECTRONICALLY LOCKS FOR THE NIGHT 15 MINUTES AFTER THE POOL CLOSES. Your pool pass will not work and you will have to call the emergency number to be let out of the pool area and will be fined \$25 and/or possibly lose pool privileges.

HOMEOWNER'S MUST HAVE THEIR POOL PASS TO ENTER THE POOL AREA. ONE PASS PER HOUSEHOLD. THERE IS A \$25 REPLACEMENT FEE.

The Board approved the pool rules on April 13, 2011. These rules apply to the pool and pool area being defined as any area located within the fenced perimeter and adjacent parking lot. These rules are in addition to or elaborate on the SC DHEC Rules posted near the gate regarding safety and hygiene standards. Both the State and the Eagle Pointe rules are necessary to protect the safety of our residents, and to mitigate our Homeowner's Association's liability and cost of insurance. We all need to do our part to help enforce these rules. Violation of these rules could possibly result in the loss of pool privileges.

No solo swimming by any age category is permitted at any time.

This is a safety issue and also a state regulation (see next page). There needs to be someone available to help or call for help in the event of an emergency. Remember there is no lifeguard on duty. **YOU ARE SWIMMING AT YOUR OWN RISK.**

All homeowners must have their pool pass card to enter the pool area.

Owners must be in good standing with the Association to have their pass activated, therefore, do not open the pool gate for other homeowners that either do not have their pool pass card or their pool pass card is not working. Those homeowners may have lost their pool privileges due to pool rule violations and/or delinquent status in their homeowners dues. Homeowners will assume full responsibility for everyone they allow access to the pool area with their pool pass card. Damage done to the pool area will be the homeowner's responsibility, and the related costs will be assessed to that homeowner and possibly result in the loss of pool privileges.

No one under the age of 16 may be at the pool without a parent or guardian.

All visitors must be accompanied by a homeowner 16 years or older and no more than 2 visitors per homeowner will be allowed at the pool unless accompanied by a homeowner 18 years of age or older. No homeowner may give permission to visitors, "friends" or "relatives" who live in the area to use our pool, without the homeowner present. Homeowners will assume full responsibility for all visitors they bring to the pool and/or allow access to the pool area with their pool pass card. Damage done to the pool area by a homeowner's guest will be the homeowner's responsibility, and the related costs will be assessed to that homeowner and possibly result in the loss of pool privileges. **Violation of this rule will result in an automatic 30-day pool privilege suspension.**

Any "parties" must be scheduled in advance to help control pool overcrowding. Separate party rules apply and are stated on the last page of this document.

No rough-housing is allowed at the pool.

This is a safety issue. Rough housing can include dunking and throwing other swimmers into the pool, running around the pool, and throwing objects at people in the pool.

No diving into the pool at any depth.

The pool is only 5 feet deep at its deepest point. Diving is unsafe for anyone regardless of age or size.

No grills allowed in the pool area.

Grills are to be used in the parking lot only.

Appropriate swimwear required.

Only swim suits are to be worn in the pool. No cut off shorts or street clothes.

No diapers permitted in the pool and are not to be discarded at any pool trash receptacle.

Please use "Little Swimmies" for your infant or toddler.

No glass containers are permitted in the pool area (inside the fence).

If glass breaks within the pool area or DHEC catches someone in the pool area with glass (even if it's not broken), we will be required to close and drain the pool. Any related costs will be assessed to the offending homeowner and possibly result in the loss of pool privileges.

Any alcoholic beverages must be in covered or concealed containers and kept out of sight.

No rafts larger than 6 ft. are allowed.

Please use common courtesy if the pool is crowded.

No animals are allowed in the pool area (inside the fence).

No more than 8 persons in the wading pool.

This pool is for the use of children under 5 and their parents and is NOT a hot tub for others.

No bicycles, skates, scooters or skateboards are allowed in the pool area (inside the fence).

***South Carolina Department of Health and Environmental Control (DHEC)
Swimming Rules***

No solo swimming.

No running, boisterous or rough plays.

No person under the influence of alcohol or drugs should use the pool.

There should be no spitting or blowing nose in pool.

Persons with diarrhea illness or nausea should not enter the pool.

Persons with skin, eye, ear or respiratory infections should not enter the pool.

Persons with open lesions or wounds should not enter the pool.

No animals or pets allowed in the pool.

No glass allowed in the pool or on the deck.

No children should be in the pool without supervision.

You should take a shower before entering the pool.

Pool hours are as indicated on page 1

The maximum number of swimmers allowed in the pool is 70.

A first aid kit is located under the sink, lower left hand drawer.

An emergency phone is located on the wall next to the bulletin board.

A "POOL CLOSED" sign will be posted at the pool if there is any health or chemical issue needing to be resolved. This is for your benefit. Please be patient and allow our pool service team time to get the pool conditions back to a safe condition.

If you see people at the pool after the pool closes, call the police. We have had some vandalism problems in the past and we, as homeowners, bear the cost to fix and repair. If you don't feel comfortable approaching the people, just call 911 and tell the police there are trespassers at the pool.

POOL PARTY GUIDELINES

1. No Saturday Parties. No Private Parties – please keep in mind that the pool will remain open to other Eagle Pointe owners and residents during your event.
2. Guest limit: up to 10 non-Eagle Pointe residents (not including adult chaperones for children's parties).
3. Pool parties are limited to 3 hours (this includes 30 minute set up and 30 minute clean up). It is the responsibility of the home owner to clean up after the party and place all garbage in waste bins . If there is an excessive amount of trash, please dispose of at your own trash receptacle instead of causing the trash cans at the pool to overflow.
4. Pool parties can be held between the hours of 12 noon and up to 1 hour prior to regular pool closure.
5. We ask that all party events be conducted in the far back right hand corner of the pool area. This will offer more privacy for partygoers and limit disruption of pool access to the other Eagle Pointe residents. We ask that Eagle Pointe residents not involved in party activities to respect the preferred area for parties.
6. Please do not utilize the cabana area for your parties as this has potential for causing congestion to access the restrooms and drink machine. Also this area is frequently used by the residents with small children and/or sun sensitivities.
7. Parking is limited at the pool. Have partygoers park at your residence and ride to the pool together.
8. There will only be one pool party scheduled at a time. Call Kelli at Hinson Management at 864-599-9019 ext 107 or email Kelli@Hinsonmanagement.com to have your event placed on the calendar.

EAGLE POINT RESOLUTION 2013-002

WHEREAS Eagle Pointe has Declarations of Covenants, Conditions, Restrictions, and Easements recorded in Deed Book 65-D on Page 159 at the Spartanburg County Register of Deeds Office in the State of South Carolina which establishes Eagle Pointe as a Home Owners Association and,

WHEREAS this Declaration contains use restrictions, and Bylaws, collectively herein after referred to as the governing documents, that binds all property within the community and charges the Eagle Pointe Board of Directors with the enforcement of the governing documents and,

WHEREAS the Eagle Pointe Board of Directors desires to establish a fair and equitable procedure to remedy breeches of the governing documents,

NOW, THEREFORE, BE IT RESOLVED THAT the Eagle Pointe Board of Directors will establish the following governing documents enforcement procedures.

1. A breach of the Eagle Pointe governing documents is reported to the Associations Management Company by a member of the Eagle Pointe Home Owners Association by the completion of the Eagle Pointe Resident Complaint Form or a violation is noted by the Associations Management Company during their visit to the community.
2. If the Associations Management Company is notified by a member of the association the management company will research the governing documents to determine that what has been reported is a violation. This information will be reported to the Board. If in the Management Company's opinion there is a violation if the report is accurate then the Eagle Pointe Board of Directors will visit the property to determine the accuracy of the report.
3. When the breach is confirmed by the Eagle Pointe Board the board will communicate to the Management Company to send the Violation Notification Letter to the registered owner of the property which is in violation. If the Management Company notes the violation then the letter is sent automatically and the Boards approval is granted per the management agreement. This letter will be sent from the office of the Management Company and more specifically from the Management Company'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 in which the breach may be remedied without further actions being taken by the Eagle Pointe Home Owners Association.

EAGLE POINT RESOLUTION 2013-002

- b. If the breach is remedied within the time period no further action will be taken.
4. A member of the Eagle Pointe Board of Directors 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. The management company may make this inspection at their next regularly scheduled visit.
5. Upon verification that the breach is on going past the time period set forth in the notification letter the Eagle Pointe Board will cause a Notice of Failure to Comply Letter to be sent to the registered owner of the property that remains in violation. If the Management Company notes the violation then the letter is sent automatically and the Board's approval is granted per the management agreement. This letter will be sent from the office of the Management Company and more specifically from the Management Company's staff member who would be charged with compelling compliance with such use restrictions within the community.
 - a. This letter will reference the Violation Notification 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 in which the breach may be remedied without further actions being taken by the Eagle Pointe Home Owners 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 violating property of the association's intent to recover all cost associated with any and all remedy actions taken by the association from the registered owner of the property that remains in violation.
 - c. If the breach is remedied within the time period no further action will be taken.
6. A member of the Eagle Pointe Board of Directors 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. The management company may make this inspection at their next regularly scheduled visit.
7. Upon verification that the breach is on going past the time period set forth in the Notice of Failure to Comply letter the Eagle Pointe Board of Directors 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 directors of the Association the Board will notify the Executive Officer of the Management Company in writing to proceed with the affirmed action.

EAGLE POINT RESOLUTION 2013-002

8. Upon notification from the board of their decision to proceed and the action to be taken a Notice of Legal Action for Failure to Comply Letter will be sent 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 Management Company who oversees the Management of the community.
 - a. This letter will reference the Use Restriction Violation Notification Letter and the Notice of Failure to Comply Letter. This letter will detail the failure of the owner to bring his property into compliance, an additional grace period to comply, 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, the association's intent to recover all cost associated with any and all remedy actions taken by the association from the registered owner of the property that remains in violation. These costs will include but are not limited to the cost of the Notice of Legal Action for Failure to Comply Letter, attorney's fees, court cost, contractor invoices, and administrative fees. These legal actions may take the form of Self Help remedies as permitted by the governing documents or actions being taken in the courts.
 - 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 make all communications with the Association Attorney.
9. A member of the Eagle Pointe Board of Directors or a member of a committee which maybe 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 on going past the time period set forth in the Notice of Legal Action for Failure to Comply Letter the Management Company will move forward with the appropriate actions as previously determined by the Board. All of the preceding actions taken by the Management Company will be deemed as authorized by the Board.
11. The Eagle Pointe Board of Directors 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.

EAGLE POINT RESOLUTION 2013-002

APPROVED:

DATE: 3/6/13

PRESIDENT: Anthony Nello

SECRETARY: John D. Egan