THIS DECLARATION is made this 1st day February, 1990, by The Glenn Forest Property Owners Association, Inc. and The Glenn Forest Lake Owners Association, Inc., hereinafter called "Association(s)", and Oak Creek Associates Limited Partnership, hereinafter called "Developer".

W I T N E S S E T H

WHEREAS, Oak Creek Associates Limited Partnership, owns substantial acreage in Spartanburg County, South Carolina, on which will be established a single family residential subdivision known as Glenn Forest and further the creation of a dining and equestrian club and intends to establish a country club, clubhouse, clubhouse facilities, equestrian facilities, limited golfing practicing facilities, and related facilities for private membership; and

WHEREAS, Developer desires to integrate this development with other developments that might occur on contiguous land in order to benefit from economies of scale while maintaining high design and development standards; and

WHEREAS, Developer desires to provide for the preservation of values; aesthetic quality; amenities; maintenance of common facilities, services and property by subjecting the real estate described in Exhibit "A", together with such real estate as may be hereafter added, to the within protective covenants, restrictions, easements, conditions, affirmative obligations, equitable servitudes, liens, charges and assessments, all as hereinafter set forth, each and all of which are hereby declared to be for the benefit of said property, each Property Owner, the Association, and the Developer, and

WHEREAS, Developer deems it desirable for the efficient preservation of the values and amenities to create an agency, the "Association", to which can be delegated and assigned the authority of maintaining and administering the common properties, services and amenities and administering and enforcing the within Covenants;

NOW, THEREFORE, the Developer declares that the real property described in Exhibit "A" and any authorized additions thereto as may hereafter be made pursuant to this Declarations is and shall be held, owned, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the within Covenants as herein defined.

ARTICLE I

DEFINITIONS

Unless the context shall clearly indicate otherwise, the following words and terms when used herein or in any Supplemental Declaration shall have the following meanings:

A. **"Assessments"**: amounts due the Association from its Members as provided herein.

B. **"Association"**: The Glenn Forest Property Owners Association Inc., and The Glenn Forest Lake Owners Association, Inc. or individually as expressly written herein.

C. **"Board"** or **"Board of Directors"**: the Board of Directors of The Glenn Forest Property Owners Association, Inc.

D. "**Club**": all or any part of the Club facilities, including, but not limited to lawns, clubhouse area, riding courses, barns, rings, paddocks, greens, lakes, creeks, watercourses, tee boxes, driving ranges, or any other facility related to, owned or to be owned by Developer.

E. "**Committee**": the Architectural Review Committee.

F. "**Common Properties**" or "**Common Property**": those tracts of land, and any improvements thereon, which are conveyed or leased to the Association and expressly designated in said deed or lease as common properties, but the term shall also include any personal property acquired by the Association for its authorized uses and purposes; all such "Common Properties" are to be devoted to the common use and enjoyment of the Owners, their families, guests and visiting members of the general public to the extent permitted by the association; any land leased to the Association for use as common property shall lose its character as common property upon the expiration of such lease.

G. "**Consumer Price Index**": "The Consumer Price Index - Seasonally Adjusted U. S. City Average For All Items For All Urban Consumers (1967=100)" published monthly in the "Monthly Labor Review" of the Bureau of Labor Statistics of the United States Department of labor or, if such index is discontinued, any similar U. S. Government index or other reliable index relating to the cost of living.

H. "**Covenants**": all covenants, conditions, restrictions, easements, rights of way, reservations, affirmative obligations, equitable servitudes and agreements set forth in this instrument.

I. "**Declaration**": and all of the terms and provisions of this instrument.

J. "**Developer**": Oak Creek Associates Limited Partnership, its agents, successors and assigns.

K. "**Family Dwelling Unit**": any improved property intended for use as a single family residential detached dwelling. "Family Dwelling Unit" is deemed to exist upon substantial completion of the improvements.

L. "**Guest**" or "**Guests**": refers generally to any person authorized to be upon the property by the Developer, Club or Owner and includes family and household members of an Owner, the Owner's tenants, guests, invitees, customers and agents.

M. "**Homeowner's Association**": An Association expressly comprised of Glenn Forest Property Owners who have title to any one or more of the lots included in the Glenn Forest Subdivision, which also includes lake lots whose owner(s) are also members of the "Lake Owner's Association".

N. "**Intended for use**": the use to which any particular parcel of land or unit of property is restricted by the covenants set forth herein and/or incorporated by reference in deeds or other instruments of transfer given by the Developer.

O. "**Lake Owner's Association**" An association expressly comprised of Glenn Forest Property Owners of lots 45 - 51 inclusive, 84 - 89 inclusive, and lots 75, 76, 77, 78, and 109 in Oak Creek Subdivision whose lots border or touch at any point the lake or dam to be developed in Glenn Forest Subdivision.

P. "**Limited Common Properties**": those parcels shown upon any final recorded plat which are designated as "Limited Common Properties" and which shall be accessible only to Owners of lots contiguous thereto. The lake is considered to be a Limited Common Property.

Q. **"Lot"** or **"Residential Lot"**: any unimproved parcel of land upon which may be built one (1) Single Family Detached Dwelling Unit and any such parcel shall be identified by a number upon a final recorded property plat, provided, however, that Developer hereby restricts all such Lots identified in Exhibit "A" attached hereto to construction of only one single family detached residential dwelling per Lot which may also include a garage or other such accessory structure: the terms "Lot" and "Residential Lot" exclude Common Properties, Limited Common Property, and any undeveloped property.

R. **"Mail Ballot"** or **"Mail Referendum"**: the process by which Members of the Association may vote on an issue by mail ballot as contained in Article IV.

S. **"Maximum annual assessments"**: the annual general assessment amount for each Lot, Family Dwelling Unit or Unimproved Tract as provided by Article V, Section D, and which is subject to annual increases as provided by Article V, Section E.

T. **"Member"**: any Owner as defined herein and denotes such Owner's relationship to either Association. Membership is required to own a lot within boundaries of the subdivision.

U. **"Owner"**: the owner or owners shown by the records in the RMC Office of Spartanburg County, South Carolina, or by the records of the Probate Court of Spartanburg County, South Carolina, whether it be one or more persons, firms, associations, corporations, partnerships, trusts or other entities of fee simple title to any Lot or Family Dwelling Unit Tract; the term shall not include a mortgagee or holder of a security deed unless and until such mortgagee or holder of a security deed has acquired title pursuant to foreclosure, other judicial proceeding, or deed in lieu of foreclosure and has held record title for a period of one (1) year; the term "Owner" excludes any lessee, tenant or guest of an Owner, but the term includes a life tenant or a person in possession of the property for an indeterminate period of time under judicial order and any purchaser under the form of sale generally known as contract for deed, installment land contract or bond for title, provided that such form of sale extends for at least twelve (12) months from the date of the contract or instrument, that the purchaser is in actual possession and use of the property and that the said contract or instrument is recorded in the RMC Office of Spartanburg County, South Carolina.

V. **"Properties"** or **"Property"**: the real property described in Exhibit "A" attached hereto or any other real property which may be made subject to the terms hereof in a Supplemental Declaration.

W. **"Recorded"** or **"of record"**: shall mean recorded in the Office of the Register of Mesne Conveyance of Spartanburg County, South Carolina, or, if the context requires, recorded in the Office of the Clerk of Court of Spartanburg County or Probate Court of Spartanburg County.

X. **"RMC Office"**: The Office of the Register of Mesne Conveyance of Spartanburg County, South Carolina.

Y. **"Tract"**: any unimproved parcel of land which may be built upon as provided herein and such "Tract" shall be identified by a letter prefix ("A-1,", "A-2," "B-1," etc.) upon a final recorded plat of the property; these terms exclude Common Properties, Limited Common Property, Residential Lots and any undeveloped property.

ARTICLE II

GENERAL PROVISIONS

A. **Architectural Review Committee.**

1. **Purpose and Appointment.** In order to enhance the aesthetic quality of the Property, protect the natural beauty of the environment, to secure and enhance confidence and security to Owners and nurture tasteful and well appointed improvements, the Developer shall establish an Architectural Review Committee. The persons who shall serve on the Committee shall be appointed by the Developer for such terms and under such conditions as shall be determined exclusively by the Developer. The persons serving on the Committee are not required to own property in the development, nor are they required in any way to be affiliated with it. The primary function of the Committee shall be to review, approve or disapprove final construction plans and proposals for improvements upon the property. The Committee shall consult and advise the Owners, their architects, contractors or builders concerning the merits of the construction plans and recommend, if required, any changes or modifications which may be necessary for the plans to meet approval.

2. **Authority.** Subject to the ultimate control of the Developer, the Committee is vested with legal authority from the Developer to enforce the terms of this Declarations and to prevent any improvements which would detract from the aesthetic quality of the development or tend to diminish property values, or the Committee otherwise deems such improvements contrary to the best interests of the development, even if based solely on aesthetic reasons. The Committee shall have broad, flexible discretion in carrying out its duties. The Committee shall have authority: (a) to control, approve and disapprove all site plans and changes to the property, including, but not limited to, grading, clearing of the lot, tree and vegetation removal, siting of the improvements and landscaping; (b) to adopt and implement building and design standards; and (c) to apply and enforce the terms of this Article and any other provision hereof relating to construction of improvements upon the property.

3. **Compensation and Consultation.** The Developer shall be responsible for compensating the Committee members and any consultants associated by the Committee for the purpose of carrying out its duties.

4. **Written Approval Required.** Except as otherwise stated herein, no Family Dwelling Unit, garage, carport, landscaping, playhouse, fence, wall, swimming pool, antenna, fuel tank, tennis court, garbage receptacle, nor any other structure or improvements, shall be commenced, erected or maintained upon the property, nor shall any exterior addition to any existing structure or change or alteration thereto be done, until complete final plans and specifications thereof showing the nature, kind, shape, height, materials, basic exterior finished and colors, site location, floor plans and all elevations on all sides of the structure, containing the names of the builder or contractor and the Owner, have been submitted to and approved in writing by the Committee.

5. **Submission of Plans.** Two (2) copies of the final plans and specifications and any related data concerning improvements shall be furnished to the Committee. When the plans are delivered to the Committee, the Owner shall pay the Developer a fee of $150.00 for the cost of evaluating the plans. The Developer may delegate to the Committee discretion in setting the amount of the processing fee, including, if deemed advisable, entirely waiving the fee. Each year hereafter on the anniversary date of the recording of this instrument, the above fee may be

increased to an amount equal to the product obtained by multiplying $150.00 by a fraction, the numerator of which is the Consumer Price Index for the month of such anniversary date, and the denominator of which is the Consumer Price Index for the month during which this instrument was originally recorded.

Within thirty (30) days following the receipt by the Committee of the plans and specifications, both copies of the plans and specifications shall be marked either "APPROVED", "APPROVED AS NOTED" or "DISAPPROVED", dated and signed by the Chairman or Vice-Chairman of the Committee. If the Committee has neither approved nor disapproved the plans within the sixty (60) days, the plans shall be deemed approved, but all such proposed improvements shall still be completed in accordance with the other terms hereof and with the then current guidelines for buildings, design and landscaping followed by the Committee.

Approval or disapproval of plans and specifications may be based upon any reasonable ground which is consistent with the within stated objectives, including, but not limited to, aesthetic considerations, harmony, scale, bulk, coverage, function, density of use, the effect of the improvements upon adjoining property, the location, the view of the improvements from public or private roads, the placement of buffer zones, fences, shrubbery, trees, vegetation, berms and parking spaces; shading; desirable solar access; impact on birds and wildlife; safety; the protection or view of watercourses or lakes; or environmental impact of the improvements. No residence structure shall be erected having less than 2,000 square feet of conditioned, living area further described as the net conditioned area calculated by inside wall dimension measurement and excluding, but not limited to, porches, patios, covered walks and swimming pools, porticos, garages and carports, and any other approved detached structures.

Approvals shall not be effective for construction commenced more than eighteen (18) months after the date of such approval. Disapproved plans shall be accompanied by a reasonable statement of terms found unacceptable. In its sole discretion, the Committee may mark the plans "APPROVED" or "APPROVED AS NOTED" but note in writing upon such plans that the approval is given subject to the incorporation of specified modifications or changes in the improvements, which modifications and changes must be followed and completed by the Owner. One copy of such approved, approved as noted, or disapproved plans shall be returned to the Owner, and the remaining copy shall be permanently held in the records of the Developer.

6. **Building Standards.** All construction and improvements must meet or exceed the minimum residential building standards set forth in the various Federal, State, and Local Regulatory Codes; and the publications of the Southern Building Code Congress International, Birmingham, Alabama, or of any successor organization, including all those applicable to buildings, electricity, plumbing, mechanical, and fire prevention and safety. In the absence of any such Codes or publications or with respect to any proposed improvements upon the property for which, in the discretion of the Developer; standards or guidelines should be adopted, the Developer shall have authority to adopt and enforce such standards and guidelines and reasonable to assure the continued development of the property.

7. **Building, Design and Landscape Guidelines.** The Developer reserves the right to issue building, design and landscape guidelines for the purpose of assisting Owners proposing to build improvements upon the property. Such guidelines would be followed by the Committee in its effort to carry out its duties. Such guidelines may at the sole discretion of the Developer amended from time to time.

8. **Approval Not a Guarantee or Representation of Proper Design or Good Workmanship.** No approval of plans, house locations architect/engineers, specifications, nor any prescribed building design or landscape standards, published or to be published, by the Committee or Developer shall ever be construed as representing or implying that such plans, designs, specifications, standards or guidelines will, if followed, result in a properly designed structure or that they comply with legal requirements beyond the scope of this Declaration. Such approval and standards shall in no case be construed as representing or guaranteeing that any improvements will be built in a good, skillful or workmanlike manner. All approvals given by the Committee and any guidelines or standards issued or to be issued by the Committee or the Developer are and shall be given with the following disclaimer which is incorporated therein by reference:

> OAKCREEK ASSOCIATES LIMITED PARTNERSHIP, THE ARCHITECTURAL REVIEW COMMITTEE, AND THE GLENN FOREST PROPERTY OWNERS ASSOCIATION, INC., THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, THEIR AGENTS, CONSULTANTS AND EMPLOYEES, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, OF GOOD WORKMANSHIP, DESIGN, HABITABILITY, QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY OR ANY REPRESENTATION CONCERNING SAME, AND NO WARRANTIES OF ANY KIND SHALL ARISE AS A RESULT OF ANY PLANS, SPECIFICATIONS, STANDARDS OR APPROVALS MADE OR APPROVED BY THE ARCHITECTURAL REVIEW COMMITTEE, OR OWNERS ASSOCIATION, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AGENTS, CONSULTANTS AND EMPLOYEES. FURTHER, THE ARCHITECTURAL REVIEW COMMITTEE, THE DEVELOPER , AND THE OWNERS ASSOCIATION, THEIR AGENTS, CONSULTANTS AND EMPLOYEES SHALL NOT BE LIABLE TO AN OWNER OR TO ANY OTHER PERSON ON ACCOUNT OF ANY CLAIM, LIABILITY, DAMAGE OR EXPENSE SUFFERED OR INCURRED BY OR THREATENED AGAINST AN OWNER OR SUCH OTHER PERSON ARISING OUT OF OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF ANY REVIEW, ACCEPTANCES, INSPECTIONS, PERMISSIONS, CONSENTS OR REQUIRED APPROVALS WHICH MUST BE OBTAINED FROM THE ARCHITECTURAL REVIEW COMMITTEE, THE DEVELOPER, AND THE OWNERS ASSOCIATION, THEIR AGENTS, CONSULTANTS AND EMPLOYEES SHALL NOT BE LIABLE TO AN OWNER OR TO ANY OTHER PERSON ON ACCOUNT OF ANY CLAIM, LIABILITY, DAMAGE OR EXPENSE SUFFERED OR INCURRED BY OR THREATENED AGAINST AN OWNER OF SUCH OTHER PERSON ARISING OUT OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF ANY REVIEW, ACCEPTANCES, INSPECTIONS, PERMISSIONS, CONSENTS OR REQUIRED APPROVALS WHICH MUST BE OBTAINED FROM THE ARCHITECTURAL REVIEW COMMITTEE, THE DEVELOPER OR THE ASSOCIATION, WHETHER GRANTED OR DENIED.

9. **Siting of Improvements.** Prior to commencing construction of a structure or improvement to an existing structure, the structure or improvement must be sited on the lot with stakes at least three (3) feet tall marking all corners with strings connecting all stakes outlining the shape of the structure. Upon notice to the Committee or Developer that the stakes and strings are in place, the Committee or Developer shall promptly, and in no case more than four (4) business days, approve or disapprove the proposed site, or within a reasonable time.

10. **Tree Removal.** No trees measuring ten (10) inches or more in diameter at a point one (1) foot above ground level nor any flowering tree may be cut or removed, nor any major clearing of small trees be performed, upon any lot or tract without the approval of the Committee, unless located within twenty (20) feet of a proposed or existing Family Dwelling Unit or within ten (10) feet of a proposed or existing driveway, walkway, tennis court, swimming pool or similar improvement. Excepted herefrom shall be damaged trees as determined by the Developer, Committee or the Association and trees which must be removed because of an emergency.

11. **Approval of Contractor**. Any builder, contractor or landscaper, prior to performing any work on the properties, must be approved by the Developer as to financial stability, building or landscaping experience, and ability to build or landscape structures or grounds of the class and type of those which are to be built on the properties.

12. **Damage to Curb, Gutter and Pavement**. If during construction or otherwise, the curb, gutter, or pavement adjacent to a construction site is broken, removed or otherwise damaged, the Owner of the lot or tract upon which such construction is being done shall bear the costs of replacing or repairing such damage which will be performed by the Developer or the Association.

13. **Assignability of Rights**. The Developer shall have authority to assign all or any part of the duties, rights and authorities herein conferred upon the Committee to any successor in interest, third party or the Association, temporarily or permanently.

B. **Enforcement, Notice and Right to Cure Defects**. If the Developer or the Association determines that a violation of these covenants exists, it may give written notice to the Owner of the property upon which such violation exists demanding that the violation be removed or corrected. If the violation has not been corrected within the time period (not less than fifteen (15) days from the date of giving or mailing of notice (except in emergencies) set forth in the notice, the Developer or the Association, their agents or employees may enter the subject property to cure the violation, including the removal of any structure constituting a violation, and the Owner shall be liable for all expenses incurred in curing the violation, including all court costs and a reasonable attorney's fee. Entry upon the property for the curing of a violation in accordance with the terms hereof shall not constitute a trespass. The rights of enforcement herein set forth are supplemental to all other general enforcement rights.

C. **Prohibited Conditions and Activities**. No noxious or offensive activity shall be carried on upon any property, nor shall any unclean, unsanitary, unsightly or unkempt conditions of buildings or grounds be allowed to exist. Further, nothing shall be done tending to cause embarrassment, discomfort, annoyance or nuisance to any Owner, Owner's family, tenant or guest.

D. **Animals**. A Family Dwelling Unit may not maintain more than two (2) mature animals, and such animals must be either cats or dogs or a combination thereof. Such animals may not be kept or maintained in such a manner as to unreasonably annoy, disturb or interfere with others or their property, and the Association shall have the right to provide more specific rules governing animals consistent herewith. Except as kept on any property, provided, however, that the Association or the Developer may provide special areas for the stabling, grazing and riding of horses.

E. **Firearms and Hunting**. Hunting for all animals, fowl and game, and the discharge of firearms of any kind within the properties for any purpose are prohibited.

F. **Tools and Equipment**. All tools, lawnmowers, yard equipment and all equipment of any similar nature must be contained when not in use within a fenced or enclosed area and hidden from public view and the view from adjoining property.

G. **Distraction of Club Members**. No one shall engage in any activity which would distract the Club Members or interfere with the quality of use of any of the Club facilities. Such prohibited activity shall include, but not be limited to, maintenance of animal pets under controlled conditions which would not allow them to interfere with the facilities use due to loud barking, running,

chasing, etc.; walking on riding areas; raceways; practice ranges and greens; lawns; pastures or like interference with quiet utilization of all Club facilities.

H. **Trash and Garbage Receptacles**. All trash and garbage receptacles must be kept within a wood or brick fence or enclosed area and hidden from public view and the view from adjoining property. The location of such receptacles must be included in all site and building plans submitted to the Committee for approval.

I. **Subdivision of Lots**. Unless approved in writing by the Developer or Committee, no Lot shall be subdivided, nor shall the boundary lines of any such Lot be changed. Two (2) or more lots may be combined for the purpose of creating a larger lot, but no portion of any such combined lots may be subdivided or sold without written approval of the Developer or the Committee, provided, however, that this provision shall not be interpreted to prohibit the transfer of any whole lot unless improvements have been constructed on such lot or adjoining lot under plans which considered such lots combined to form a larger lot. Any permitted subdivision or combination of lots shall not diminish the extent and quality of easements or rights affecting such lots. The Developer reserves the right to replat any Lot or Tract still owned by the Developer and shown upon recorded plats of the property in order to modify the boundary lines and to take such other steps reasonably necessary or desirable to make such re-platted Lot or Tract suitable and fit as a building site to include, but not be limited to, the relocation of easements, walkways, rights of way, roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said replatted Lots or Tracts, provided, however, that no Lot originally shown on a final recorded plat of the property is reduced in size more than ten per cent (10%) of original lot size unless said lot is removed as a residential lot.

J. **Interval Ownership**. No ownership of any Family Dwelling Unit shall be subdivided to permit "Time Sharing" or any other similar ownership "device" to effect interval ownership. For purposes of this Section, the term "device" shall include, but not be limited to, ownership arrangements, including uses of corporations, trusts, partnerships or tenancies in common, in which two (2) or more persons not members of the same household have acquired by means other than will, descent, inheritance or operation of law, an ownership interest (directly or indirectly, equitable or legal) in the same Family Dwelling Unit and such persons have a formal or informal right-to-use agreement.

K. **Sewage Disposal**. Except as hereinafter permitted, no sewage disposal system other than that owned and maintained by Spartanburg County shall be constructed or used. If as a result of topography, economic factors or otherwise, in the sole discretion of the Developer, sewer is unavailable to a Lot or Tract, the Owner of such Lot or Tract may, with the written approval of the Developer, install a sewage disposal system or septic tank serving such Lot or Tract.

L. **Trash and Garbage**. No trash, garbage, construction debris, or other unsightly or offensive material shall be placed or allowed to remain upon any property, except as may be temporary and incidental to the construction of bona fide improvements upon such property. During construction, debris in a confined or enclosed space to prevent distribution by the elements. This Section shall not prohibit the Developer from properly using fallen trees and debris as fill material.

M. **Completion Date**. The exterior of all Family Dwelling Units and other structures, sitework and substantial compliance with landscaping plans must be completed within twelve (12) months of the start of construction unless such completion is impossible or would result in great hardship to the Owner or builder due to

strike, fires, national emergency or natural calamity. No structure may be temporarily or permanently occupied until the exterior thereof has been completed.

N. **Vehicles**. Owners shall furnish adequate parking for their vehicles and those of their family, tenants or guests within the confines of their property and no private vehicle of any kind shall be parked permanently on any road, provided, however, that incidental parking on the roads associated with attendance at social functions shall be permitted. Only vehicles bearing current license plates shall be parked or stored within public view from the street or from adjoining property. No trucks over one-half (1/2) ton in size, trailers, tractors, commercial vehicles, motorcycles, automobile bearing advertisements, signs or placards, campers, camping trailers, recreational vehicles of all kinds, boats, boat trailers or any similar such items are to be stored, parked or maintained on the property unless screened from view from the road and from adjoining property. The screening of any such items shall be subject to approval of the Committee as set forth in Article II, Section A, paragraph 4. The Association, as part of its Traffic Control Function, may regulate vehicles and parking consistent with the terms of this Section.

O. **Motorcycles, Mini-Bikes and Go-Carts**. No gasoline operated motorcycles, mini-bikes, motorized bikes, go-carts or any such similar devices may be operated upon any Lot, or other property in the development or upon the roads except as provided in this Section. Driving of a motorcycle, mini-bike, motorized bike or any such similar device with an engine greater than one (1) horsepower is permitted upon the roads but only to the extent of driving to and from the entrance to the development and the home of the driver by the most direct route. Operation of go-carts is strictly prohibited in all areas. All gasoline operated motorcycles, mini-bikes, motorized bikes or similar devices operated within the property must meet noise standards or other standards promulgated by the Association, but in the absence of any such specific standards, unreasonably loud motorcycles, mini-bikes and motorized bikes are hereby prohibited.

P. **Setback Lines**. Any final recorded plat of the property will not show predetermined building setback lines. The required distances between property lines and improvements upon a lot or tract shall be decided by the Committee as part of the exercise of its authority to approve the location of improvements under Article II, Section A.

Q. **Utilities and Services**. All utilities and services shall be placed underground from the lot property line or easement to the Family Dwelling Unit, structure or other improvement. No utility or other service may be used, connected or operated except through easements and rights reserved unto the Developer.

R. **Antenna**. No television antenna, radio receiver or transmitter, satellite dish or antenna or similar device for receipt or transmission of infrared, microwave, television or radio signals of any kind may be erected upon the exterior portion of any structure, Lot or Tract if cable or other transmission conduit running from an operating master antenna system for such reception is available. The cost of such cable service shall be born directly by each subscribing customer or by the Association if the Association approves handling the expense thereof as a service or function to its Members. If cable television services or a master antenna system is unavailable, an Owner may make written application to the Committee, Developer or Association for permission to install a television antenna or other device subject to the reasonable aesthetic requirements that may be imposed, including but not limited to, the screening of such device from public and private view.

S. **Lot Grade**. The natural grade of lot or tract is not to be raised or altered in any way to adversely affect an adjacent property owner or owners. Each Owner is responsible to other Owners, the Developer and the Association for taking reasonable precautions to prevent the accumulation of sediment, erosion or any other adverse effect resulting from construction. All sitework and grading shall meet all local ordinances and EPA standards and be subject to the approval of the Committee.

T. **Temporary Structures**. The only type of temporary structure which shall be allowed on any portion of the property is that used by contractors or builders during construction of improvements or shelters maintained by the Developer or the Association. Under no circumstances may any kind of recreational vehicle, camper, or temporary shelter be used as a temporary or permanent residence. Temporary construction shelters must be removed from the property within twelve (12) months after the start of construction unless approval to retain them is given by the Committee, Association or Developer.

U. **Docks, Watercraft and Water Rights**. The installation of any kind of dock, float, platform or any similar structure built over, on or under the surface of any lake watercourse or waterway shall be determined by the Lake Owners Association. The construction or installation of retaining walls and barriers along the banks of lakes, watercourses or waterways for the purpose of erosion control by an Owner may be with the approval of the Developer or Association if the plans for such construction and installation meet with the approval of the Architectural Review Committee. The right to operate boats, canoes or other watercraft and the use and access to all lakes, watercourses and waterways for fishing and all other purposes shall be strictly regulated and governed by The Lake Owners Association in rules and regulations promulgated by the same in its sole discretion. Each lot contiguous to the lake shall automatically become a member of the Glenn Forest Lake Owners Association, Inc. and be responsible for their own fees and dues as derived and voted upon by the Lake Owners Association. The Developer or the Association shall have the right to delegate, assign, transfer, and/or convey any and all rights and duties as set forth in this Section.

V. **Fuel Tanks**. No fuel tanks or similar storage receptacles may be exposed to view from the roads or from adjoining property. Fuel tank location and the location of any similar storage receptacle must be included in all site and building plans submitted to the Committee for approval.

W. **Wells**. The drilling of wells is hereby prohibited, provided, however, that the Committee may, in its sole discretion, approve the installation of a well for on site irrigation or for water driven heating and/or cooling systems, but the Owner shall be required to provide plans and specifications for such a system, including the means of discharging the water in a satisfactory manner.

X. **Clothes Lines**. No clothes lines shall be permitted.

Y. **Removal of Trees**. Reference is hereby made to Article II, Section A, Paragraph 10, for the provisions regarding tree removal.

Z. **Fences**. No fence of any kind shall be installed or maintained on any Lot or Tract without the written approval of the Committee as prescribed in Article II, Section A, Paragraph 4.

AA. **Mineral Rights**. No Owner having oil, gas or mineral rights in or under his property shall ever have the right to conduct drilling, exploring or other operations on or below the surface of such property without written permission from the Developer or the Association.

BB. **Commercial and Business Use Prohibited**. No commercial operations, business operations, manufacture or production shall be permitted upon any part of the property. The selling, showing or marketing from a Family Dwelling Unit of any kind of goods, products or apparel is expressly prohibited. The provisions of this item shall not be construed to prohibit the making of handcrafted items for occasional off premises sale. Notwithstanding the provisions herein, the Association may promulgate more specific guidelines governing these activities upon the property, which shall allow for yard sales.

CC. **Vegetable Gardens**. No portion of a Lot or Tract shall be used as a garden or otherwise for the growing of vegetables, fruit or grains of the ordinary garden or field variety without approval of the Developer, but this provision shall not prohibit the cultivation of randomly spaced fruit and nut bearing trees.

DD. **Covenant of Good Appearance and Repair**. Each Owner shall maintain the yard area and the exterior of all improvements in good appearance and repair in order to assure that no condition exists which would diminish the beauty of the property. The items covered by this Covenant shall include, but not be limited to paint, roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements.

EE. **Ornamental Structures**. No ornamental or decorative structure or device, banner, lights, flag, fountains, birdbaths, ornamental or decorative birds or other animals or any similar item shall be kept or maintained on any Lot or Tract, except as follows: (1) any such items permitted, authorized or approved by the Committee or Association in their sole discretion; (2) display of the flag of the united States of America or State of South Carolina of a reasonable heights and size; and (3) display of lights, flags and ornaments during family gatherings or holiday seasons.

FF. **Fireworks**. Shooting of fireworks of any kind, as well as the storage thereof, is absolutely prohibited unless carried out in conjunction with a supervised activity of the Association.

GG. **Swingsets**. Swingsets, sandboxes, gym sets and any such similar devices or structures primarily for children's use and enjoyment must be located on the rear portion of a Lot or Tract.

HH. **Driveways**. Each Owner shall keep his driveway in good repair. Driveways shall be to the approval of the Committee.

II. **Signs**. No commercial signs or signs of any kind including, but not limited to, "For Rent", "For Sale", and other similar signs shall be erected, placed, or maintained temporarily or permanently on any property by anyone, except: (1) signs previously approved by the Developer or the Association; (2) signs used with the written permission of the Developer or the Association; and (3) signs required by legal proceedings. The Developer and the Association reserve the right to restrict size, color and content of such signs. Signs approved by the Board of Realtors, the Developer, or the Committee may be used to offer the entire Lot or Tract for sale to the public.

JJ. **Waiver of Limitations**. Any General Limitations contained in this Article and any subsequent amendments hereto, may be waived on any particular lot or tract by the assent of the written approval of the Developer or the Association.

KK. **Maintenance of Unimproved Property**. Every Owner of an unimproved Lot or Tract shall keep such property free of debris and unsightly underbrush, weeds or other unsightly vegetation. In the event that the Association or Developer deems that the lot or tract is being maintained in violation of this Section and that such violation should be corrected, the Association or Developer shall give reasonable notice to the Owner to correct the appearance

of such lot or tract. If after thirty (30) days written notice, such Owner has failed to correct same, the Association or Developer may enter upon the property to correct its condition and assess the Owner for the costs thereof, which assessment shall be a lien against such lot or tract according to the same terms provided hereafter generally for Assessments.

LL. **Types and Numbers of Family Dwelling Units Permitted.** The Developer hereby restricts the Lots identified in Exhibit "A" attached hereto to construction of only one single family detached dwelling per Lot which may also include a garage or other such accessory structure. The construction of all Family Dwelling Units shall be under the control and review of the Architectural Review Committee.

MM. **Easements Reserved for Utilities and Drainage.** The Developer reserves exclusively a perpetual, alienable and releasable easement and right on over and under the ground within 25' of all side and rear lot lines to erect, maintain and use electric and telephone poles, wires, cables, conduits, pipes, lines, transformers, meters, boxes, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, cable television, security equipment, telephone equipment, gas, sewer, water or other private or public convenience or utilities on, in or over those portions of each Lot, Tract or other parcel of land as may be reasonably required for installation and maintenance of the aforementioned utilities, provided, however, that such utility easements shall not be applicable to any portion of a Lot or Tract upon which a building has been constructed pursuant to a site plan and location approved by the Committee under Article II, Section A. The easement and right herein reserved expressly includes the right to cut any trees, bushes or shrubbery, make any gradings in the soil and to take any other similar action reasonably necessary to provide economical and safe utility installation and maintenance. The Developer reserves the right to transfer all or any part of such utility easements and rights as herein reserved to any other entities, whether public or private, which shall provide such service. The Developer may charge reasonable fees for providing any utility service herein referred to. The easement and rights herein reserved unto the Developer are exclusive, and no Owner shall have the right or privilege to authorize or grant any easements or rights for utilities or services to his property without written permission of the Developer.

Further, the Developer reserves drainage easements throughout the property, and it may enter upon any Lot, Tract or other property and construct at its own expense drainways for surface water, temporarily or permanently, wherever and whenever such action may appear to be necessary in order to maintain reasonable standards of health, safety or appearance.

The easements and rights herein reserved for utilities and drainage includes, but are not necessarily limited to, all side and rear lot lines of twelve and one-half feet (12 1/2) in width and other areas more specifically identified and/or mentioned upon all final recorded plats of the property.

NN. **Developer or Association Easements.** The Developer or Association maintains a right of ingress and egress over and upon all Lots and Tracts adjacent to lakes, creeks or other watercourses for the purpose of providing necessary or desirable maintenance to such lake, creek or watercourse or to the land between the water line and the property line of such Lot or Tract. This easement shall extend into each such Lot or Tract for a uniform distance of twelve and one-half (12 1/2) feet and may be further shown upon final recorded plats of the property. The easement and right herein reserved shall include the right to cut, remove and plant trees, bushes or shrubbery and other vegetation and the right to grade the land covered by the easement.

Further, the Developer reserves all other easements and rights which may be otherwise shown upon final recorded plats of the property, whether for utilities, drainage or for facilitation of any service or function of The Club, including the operation of the developed amenities.

OO. **Club Facilities.** The Developer reserves to itself and for the benefit of The Club a perpetual, non-exclusive right and easement over and across all property adjacent to or near the Club House and all other property of The Club. This reserved right and easement shall permit, but shall not obligate, Developer, the Association or The Club to go upon such property to maintain or landscape the area encumbered by such easement. Such maintenance and landscaping may include planting of grass, watering, application of fertilizer, mowing and the removal of underbrush, stumps, trash or debris and trees of less than ten (10) inches in diameter at a level one (1) foot above ground level. The easement hereby reserved shall extend for a uniform distance of fifteen (15) feet inside each Lot line of a Family Dwelling Tract or other property adjacent to or near the golf range or equestrian course.

PP. **Club Members Easement.** All property adjacent to or near the riding facilities shall be subject to the right and easement on the part of registered members of the Club to enter upon such property to ride upon easements provided for that purpose as shown on the recorded survey, subject to the official rules of the equestrian facility. Such entering and riding shall not be a trespass, provided, however, that after a Family Dwelling Unit is substantially completed, entry outside the designated easement shall be restricted to emergency only. The easements hereby reserved are limited in the following particulars: (1) only maintenance vehicles shall be permitted upon the area covered by the easements; (2) no rider shall commit a nuisance nor engage in any destructive annoying, disturbing or boisterous conduct. Notwithstanding the foregoing, The Club may in its discretion impose more restrictive rules and regulations regarding the riding or handling of horses on property adjacent to or near the easements.

QQ. **Pest Control.** The Developer reserves to itself and for the benefit of the development and the Association, a perpetual, alienable and releasable easement and right on, over and under all property to dispense pesticides and take other appropriate and reasonable action for the control of insects and vermin.

RR. **Erosion Prevention.** The Developer and the Association may, in their sole discretion, protect the property from erosion by planting trees, plants and shrubs or by providing drainage ways, dams or any other means deemed expedient and reasonable to deter erosion.

SS. **Effluent.** The Developer and the Club shall have an alienable, transferrable and perpetual right and easement: (1) to pump water from ponds, lakes and other bodies of water located within the property for the irrigation purposes; (2) to drill, install, locate, maintain and use wells, pumping stations, water towers, siltation basins and tanks and related water and sewer treatment facilities and systems within the common areas, including within any portion of the recreational amenities; and (3) to spray or locate any treated sewage effluent within the [illegible] including any portion of the recreational amenities [illegible] property with the written permission of the Owner.

ARTICLE III

THE GLENN FOREST CLUB, INC.
PROPERTY OWNERS ASSOCIATION, INC.

A. **Creation of The Glenn Forest Property Owners Association, Inc.**. Prior to the recording of this Declaration, the Developer shall cause to be incorporated under South Carolina law a non-profit corporation called The Glenn Forest Property Owners Association, Inc.

B. **Limitation of Liability**. THE ASSOCIATION, ITS DIRECTORS, OFFICERS AND MEMBERS SHALL NOT BE LIABLE TO OWNERS, THEIR LESSEES AND GUESTS OR TO ANY OTHER PERSON OR ENTITY FOR ANY DAMAGE OR INJURY WHICH RESULTS FROM ANY RULE OR REGULATION PROMULGATED PURSUANT TO THIS DECLARATION IN GOOD FAITH AND WITH REASONABLE CARE.

C. **New Functions**. The Association shall perform other Functions not in this Declaration if: (1) the Board specifically finds that such Function will likely benefit the development by improving or maintaining its economic, environmental, commercial, aesthetic, cultural or historical value or enhance the use and enjoyment of the property; and (2) the commitment to provide for such new Function is approved by the Board; and (3) the commitment to provide for such new Function is approved by the Members at a duly called meeting or by a Mail Referendum as provided in Article IV, Section D.

D. **Ownership of Common Properties**. The Association shall be obligated to own, operate and maintain Common Properties, equipment, furnishings, improvements and any other property reasonable and necessary to carry out its functions pursuant to these Covenants or otherwise approved herein to be owned, operated or maintained by the Association.

E. **Acceptance of Property Donated by Developer**. The Association shall be obligated to accept and assume responsibility for owning and maintaining any and all property and facilities conveyed to it by the Developer.

F. **Purchase, Ownership and Maintenance of Purchased Common Properties**. The Association shall be authorized to purchase and own Common Properties, and it may issue and pay promissory notes secured by mortgages on such property in amounts sufficient to amortize the debt over a term not exceeding thirty (30) years. The Association shall have the obligation to maintain, repair and care for such property.

G. **Power to Mortgage and Pledge**. The Board of the Association shall have the power and authority to mortgage the Association's property and to pledge designated percentages of the revenues as security for loans.

H. **Property Maintenance Function**. Subject to limitation, the Association shall provide for: (1) the care, operation, management, maintenance; repair and replacement of all Common Properties and improvements thereon, including, but not limited to, parking area, roads, walks, drives, malls, open area, plants, trees, shrubs, wildlife, lighting, foundations, bikeways and waterways; and (2) maintenance of other areas as may be necessary for access to the boundary of or full utilization of any land or any improvements within the Property. If any Common Properties consist of only a portion of, or defined space within, a building or other improvement owned by the Developer, and such space is not subject to a written lease between the Developer and the Association, the Association shall provide for the care, operation, management, maintenance and repair of said defined space and shall pay to the Developer a reasonable rent.

I. **Operation Function**. Unless otherwise prohibited by law, the Association may provide all services of a Special Purpose or Public Service District pursuant to Title 6, Chapter 11 of the Code of Laws of South Carolina 1976, as amended, which are not being otherwise provided and which may be reasonable necessary or desirable to keep or maintain the property safe, attractive and energy-efficient.

J. **Security Function**. The Association may provide and maintain security and fire protection and a fire and watch system which may include periodic fire prevention inspections and equipment certifications, cable, microwave, telephone or radio-based fire monitoring and television security electronics which do not unreasonably offend the privacy of the Developer or the Owners. The Association may provide centralized radio-dispatched security services to the property.

K. **Vehicle, Traffic and Parking Control Function**. The Association may promulgate rules and regulations to protect the use and enjoyment of the roads owned by the Association, including, but not limited to, restrictions on the types, sizes and weights of vehicles permitted to use roads, the maximum and minimum speeds of vehicles using said roads, regulations governing traffic and parking, and the maximum noise levels of vehicles using said roads. Such rules and regulations shall be consistent with the terms of this Declaration, but may be more restrictive than the laws of any state or local government having jurisdiction of the property. The Association may prohibit the entry into the property of excessively noisy vehicles and restrict two-wheel or three-wheel vehicles having motors or engines with greater than one (1) brake horsepower or the equivalent thereof.

L. **Drainage Control Function**. The Association may promulgate regulations for drainage control to minimize the ecological damage which may result from grading, paving, landscaping, vegetation removal, excavation, burning, application of chemicals and nutrients, construction or demolition activity.

M. **Enforcement of Covenants Function**.

1. **Notice and Right to Maintain**. If after reasonable notice an Owner fails to maintain the exterior of his Family Dwelling Unit or related structure as required by Article II, Section DD, the Developer or the Association may provide such exterior maintenance and repairs and take such other action deemed appropriate to remedy such violation. In addition, the Developer or the Association may, without notice, make emergency repairs and maintenance and repairs and take such other action deemed appropriate to remedy such violation. In addition, the Developer or the Association may, without notice, make emergency repairs and maintenance as may in its judgement be necessary to prevent danger to person or property. The cost of such maintenance and repairs shall be assessed against the Owner(s) and shall be a lien on the subject property or properties and a personal obligation of such Owner(s). The Developer and the Association are given an irrevocable license and easement throughout the property to inspect and determine whether any repair or maintenance is necessary and to enter upon such property to make authorized repairs, and such entry shall not constitute a trespass.

2. **Limitation of Liability**. THE DEVELOPER, THE ASSOCIATIONS OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, HEIRS, ASSIGNS, AGENTS, EMPLOYEES OR MEMBERS SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OCCASIONED BY ANY ACT OR OMISSION IN THE INSPECTION, REPAIR OR MAINTENANCE OF ANY SITE, IMPROVEMENTS OR PORTION THEREOF.

3. **Complaints of Violations**. Complaints of violations of these Covenants may be lodged with the Association. Such complaints shall be placed in writing and signed by the person registering the complaint. If the Association determines there is a reasonable basis for the complaint, it shall give notice of the complaint to the responsible party. If the violation is not corrected within a reasonable time, the Association may engage legal counsel to enforce these Covenants. In such event, the party against whom enforcement is sought shall also be obligated to reimburse the Association for all direct and indirect costs in maintaining compliance with these Covenants, including a reasonable attorney's fees and court costs, if the Association prevails.

N. **Central Identification Function**. The Association may make available to Members, tenants and guests an identification card, vehicle decal, temporary identification cards, vehicle passes or decals. The Association may in its sole discretion charge a reasonable fee for any such card, pass or decal.

O. **Other Utilities Functions**. Subject to all rights reserved by the Developer, the Association may regulate the installation of utilities, including, but not limited to, water, sewage, electricity, telephone, cable television, security transmission, data transmission, satellite communications and microwave transmission facilities on the property.

P. **Assessment Function**. The Association shall collect assessments, fees and charges as prescribed in Article V herein or as otherwise set forth in this Declaration.

Q. **Tax Payment Function**. The Association shall timely pay all property taxes, assessments or other fees required to be paid to any governmental or public authority in connection with any property owned by or properly taxed to the Association.

R. **Right to Dispose of Common Property and Personalty**. Subject to any provision herein requiring the Developer's consent for donated properties, the Association shall have authority to sell, lease, control, transfer, encumber, abandon or dispose of its Common Properties and personal properties.

S. **Governmental Successor**. Although the Association shall never relinquish its ultimate authority to perform the Functions herein mentioned, the Association may transfer or convey all or any part of its Common Properties, including leasehold interests, to any public agency, authority, public service district, utility or private concern for such purposes and subject to such conditions as may be agreed to by the Association. No such transfer or conveyance shall be made unless approved by the Members at a duly called meeting or by Mail Referendum as set forth in Article IV, Section D. Unless specifically reserved in the instrument or deed of conveyance or transfer, such transfer will extinguish all licenses and easements of Owners in the property so transferred or conveyed.

T. **Implied Rights and Functions**. The Association may exercise any right or privilege given to it in this Declaration and, except as herein limited, given to it by law. The Association may exercise every other right, privilege, power and authority necessary, reasonable or desirable to fulfill its obligations, including the right to engage labor and acquire use of or purchase property, equipment or facilities; employ personnel to manage affairs of the Association; obtain and pay for legal, accounting and other professional services; and to perform any Function by, through or under contractual arrangements, licenses or other arrangements with any governmental or private entity, including, but not limited to, the Developer or The Club.

U. **Indemnification Function**. The Association shall indemnify and hold harmless the Developer, its successors and assigns, and its agents, officers, partners, employees and managers from all liability, loss, cost, damage and expense, including attorney's fees, arising or growing out of any and all operations and activities of the Association.

V. **Regulation Function**. The Association shall be authorized to adopt, amend and enforce rules and regulations implementing its Functions, duties and operations or activities upon Common Properties. Each Member, tenant and guest and their employees and agents shall abide by such rules and regulations and shall reimburse the Association for its cost of enforcement and damages, including reasonable legal fees and costs, upon failure to comply with such rules and regulations.

W. **Charges for Use of Facilities**. In its sole discretion, the Association may establish and charge Members, tenants and guest reasonable fees for use of Common Properties to help offset the costs and expenses attributable to such property.

X. **Charges for Service Functions**. The Association may establish and charge Members, tenants and guests reasonable fees for providing any service required or permitted by any Function on a regular or irregular basis to help offset the costs and expenses attributable to such service.

Y. **Annual Reporting Function**. The Association shall prepare annually within ninety (90) days after the close of the Association's fiscal year a balance sheet and itemized income and expense statement showing its assets and liabilities at the close of such fiscal year and a general statement of the Association's revenues, costs and expenses for such fiscal year. A copy of such statement shall be made available to each Member.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

A. **Membership**. Each Owner shall be a Member of the Association, and the Developer shall be a Member of the Association.

B. **Classes of Membership and Votes**. The Association shall have two (2) types of voting memberships:

(1) Class A: These Members shall be all those Owners of Lots, Family Dwelling Units and Tracts. Each such Member shall have one (1) vote for each Lot, Family Dwelling Unit and Tract he owns; provided, however, that if a Family Dwelling Unit and related improvements have been built upon more than one (1) Lot, the Owner thereof shall have only one (1) vote.

(2) Class B: This Member shall be the Developer until it elects in writing to be classified as a Class A Member or until January 1, 2005, whichever occurs first. Until such election is made, the Class B member shall be entitled to the same number of votes cumulatively held by all Class A Members plus one (1) vote. At the time the Developer elects to be classified as a Class A Member, it shall have votes based upon the number of Lots and/or Tracts it owns according to final recorded plats of developed property.

If any property entitling the Owner to membership is owned of record in the name of two (2) or more persons or entities, whether fiduciaries, tenants in common, tenants in partnership, or in any other manner of joint or common ownership, or if two (2) or more persons or entities have the same fiduciary relationship respecting the same property, such co-Owners shall agree among

themselves to appoint one of them to vote. Upon reaching such an agreement, it shall be placed in writing and delivered to the Association, which may, until further notice, rely upon same for voting purposes. If the co-Owners fail to reach a unanimous agreement as to which one shall be entitled to vote, the vote attributable to the property owned by such co-Owners shall be disregarded for all voting purposes, but such co-Owners shall be otherwise bound by all terms of this Declaration and the By-Laws of the Association.

C. **Board of Directors and Voting Rights.** The Association shall be governed by a Board of Directors consisting of three (3), five (5), seven (7), nine (9) or eleven (11) members. The Board shall initially consist of three (3) members with a representative of the Developer serving as Chairman and the number in subsequent years to be determined by the Board of Directors as provided in the By-Laws of the Association. When voting to elect directors, each Member shall be entitled to the number of votes provided in Section B of this Article multiplied by the number of Directors to be elected. Cumulative voting for members of the Board of Directors shall not be permitted unless permitted in the Charter of the Association and its By-Laws.

D. **Members' Right to Approve Certain Actions by Mail Referendum.** By resolution adopted by a two-thirds (2/3) vote of the Board, the Board may initiate a mail Referendum in which Class A and Class B Members of the Association shall collectively have the power to approve or reject: (1) any Special Assessment recommended by the Board; (2) any merger of the Association with another property owners association serving an adjoining or nearby tract; (3) amendments to any provision of this Declaration as provided in Article IX, Section B; and (4) any other actions designated by the By-Laws for with a Mail Referendum may be held. Any Mail Referendum shall include one statement prepared by the Board stating the reasons that two-thirds (2/3) of the Directors are for passage of the Referendum and, if applicable, one statement prepared by the Director or Directors dissenting from such proposed action. Such supporting or opposing statements may not exceed five (5) business letter size pages each. In order to be counted, a Mail Referendum ballot must be received by the Association within thirty (30) days from the date the letter containing such ballot was postmarked as mailed by the Board. The results of a Mail Referendum must be certified in writing by the President and Secretary of the Association, and written notice thereof, together with the number of votes for and against, shall be made available to each Member.

E. **Quorum.** Each time a meeting of the Members of the Association is called to vote on a particular action proposed to be taken by the Association (other than a matter subject to a Mail Referendum), the presence at the meeting of Members or proxies entitled to cast fifty per cent (50%) of the total vote of the membership shall constitute a quorum. If the required quorum is not represented at the first meeting, a second meeting may be called subject to the giving of proper notice, and there shall be no quorum requirement for such meeting. Unless otherwise provided, any reference hereafter to "Votes cast at a duly called meeting" shall be construed to be subject to the quorum requirements established by this Section and any other requirements for such "duly called meeting" which may be established herein or by the Charter or By-Laws.

F. **Ballots by Mail.** The Board of Directors may send with notices of regular or special meetings of the Association a statement of certain motions to be introduced for vote of the Members and a ballot on which each Member may vote for or against the motion. Each ballot which is presented at such meeting shall be counted in calculating the quorum requirements set out in Section E of this Article, provided, however, such ballots shall not be counted in determining whether a quorum is present to vote

upon motions not appearing on the ballot.

G. **Proxies**. All Members may vote and transact business at any meeting of the Association by proxy authorized in writing; provided, however, that proxies shall not be required for any action which is subject to a Mail Referendum, in which case the votes of all Members polled shall be made by specially provided ballots mailed or delivered to the Association.

H. **Duty of Members to Inform Association of Current Address**. Each Member, including a new Member, shall have the affirmative duty to inform the Association in writing of his current mailing address and, if her transfers ownership, to provide in writing to the Association a brief description of the property transferred, the name and mailing address of the new owner and a forwarding address for himself. No Member may be excused from his obligations established in this Declaration nor challenge a Mail Referendum or Ballot by Mail if the Association or Board mailed an assessment bill, statement, Mail Referendum ballot, notice or Ballot by Mail to the last mailing address provided by said Member in writing and recorded on the books of the Association.

I. **Notice or Referendum Ballot by Mail**. Any notice or Mail Referendum ballot sent to any Member under the provisions of this Declaration shall be sufficient if mailed with the proper postage affixed to the last known mailing address of such Member contained in the Association's records.

J. **Sufficiency of Notice, Mail Referendum or Ballot by Mail**. Only those Members then registered on the membership rolls of the Association shall be entitled to receive notices, Mail Referendum Ballots or Ballots by Mail.

K. **Notice to Co-Owners**. The mailing or giving of a notice, Mail Referendum Ballot or Ballot by Mail to the Co-Owner appointed under Section B of this Article shall constitute proper notice of same to all co-owners of such property.

ARTICLE V

COVENANTS FOR ASSESSMENTS

A. **Assessments**. The Developer covenants, and each Owner of a Lot, Family Dwelling Unit, or Tract, whether or not expressed in the deed or other instrument of conveyance, shall be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay the Association dues, fees, charges, general and special assessments and other assessments made herein (hereinafter collectively referred to as "Assessments") upon the terms set forth in this Declaration. Assessments shall be a charge and continuing lien on the real property and improvements thereon against which such Assessments are made and shall also be the personal obligation of the Owner of such real property when the Assessments first became due and payable.

B. **Costs and Expenses of Collection**. Should the Association be required to employ an attorney to collect Assessments or otherwise seek legal action in an effort to collect Assessments, it shall also be entitled to collect all costs of collection, including reasonable attorney's fees, which amounts shall be added to and become a part of the Assessments due hereunder.

C. **Use of Assessments**. The Assessments collected by the Association shall be used as follows: (1) for the acquisition, improvement, maintenance and operation of the Common Properties; (2) for the payment of services which the Association is authorized to provide, including, but not limited to, the payment

of taxes and insurance thereon, construction of improvements, repairs, replacements, and additions to common properties, and the payment of the cost of labor, equipment, materials, management and supervision necessary to carry out its authorized functions; (3) for the payment of principal, interest and other charges connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized functions and services; and (4) for any other purpose, cost or expense reasonably related to the performance of any duty or responsibility of the Association hereunder.

D. **Maximum Annual Assessments for General Assessments.** Except as otherwise provided herein, the maximum annual assessments for general assessments (as may be increased under Section E of this Article) for each Lot, Family Dwelling Unit and Tract shall not be more than set forth herein.

CLASS	MAXIMUM ANNUAL ASSESSMENT	COMMENCING
Residential Lot, Family Dwelling Unit, or Tract	$200.00	January 1, 1990

If a Family Dwelling Unit and related improvements have been built upon more than one (1) Lot, the Owner thereof shall nonetheless have only one (1) annual assessment for general assessments. Property shall not be classified as a Residential Lot or Tract for purposes of Assessments under this Article until the first day of the month after which both of the following have occurred: (1) Placing of record the plat showing such Lot or Tract, and (2) The Lot or Tract has been conveyed by the Developer to a purchaser. All annual assessments shall be pro-rated for that date.

E. **Increase in Assessments.** All Assessments charged by the Association shall be rounded to the nearest dollar. On January 1, 1990 and on the same date of each year thereafter, the maximum annual assessment for general assessments may be increased each year by the Board by an amount equal to the greater of either (1) six per cent (6%) multiplied by the then applicable maximum annual assessment, or (2) the percentage increase in the Consumer Price Index between the first month and the last month of the last annual assessment period multiplied by the then applicable maximum annual assessment.

After consideration of current costs and future needs of the Association, the Board may fix the actual annual assessment for any year at an amount less than the applicable maximum annual assessment, but such action shall not constitute a waiver by the Association of its right to revert to the full cumulative maximum annual assessment in subsequent years. If the Board fixes such annual assessment at an amount less than the applicable maximum annual assessment and the Board subsequently determines that such amount will not be sufficient to meet the needs of the Association, the Board shall have the authority to charge supplemental annual assessments, but in no event shall the sum of the initial and supplemental annual assessments in any one (1) year exceed the applicable cumulative maximum annual assessment.

F. **Special Assessments.** In addition to annual general Assessments, the Association may levy Special Assessments for the purpose of defraying in part or in whole the cost of any construction or reconstruction, unexpected maintenance or repair, and replacement of the common properties and capital improvements thereon, if any, including the necessary fixtures and personal property related thereto, or addition to the common properties, or to provide for the necessary facilities and equipment to offer the services authorized herein, and to repay any loan made to the Association to enable it to perform authorized duties and functions, provided that any such special Assessments shall have

the consent of three-fourths (3/4) of the votes cast at a duly called meeting of the Association. Written notice of such meeting shall be sent to all Members at least thirty (30) days in advance and shall set forth the purposes of the meeting. The percentage of the total special Assessment which each Member is required to pay shall be the same percentage of the total annual general Assessment for all property which each such Member is then required to pay under Section D of this Article. Such special Assessment may not exceed in any one (1) year the amount of the maximum annual assessment for such year, except for emergency repairs or maintenance and other repairs required as a result of storm, fire, natural disaster or other casualty loss.

G. **Merger or Consolidation**. The limitations on the amount of assessments shall apply to any merger or consolidation in which the Association is authorized to participate hereunder or under the By-Laws of the Association.

H. **Payment**. The applicable annual assessment shall be due and payable on the first day of each calendar year in advance. All Members shall commence pro-rated payment of the annual assessment from the first day following the date of closing or on the commencement date in Section D of this Article, whichever is later. Any annual or special assessment not paid within thirty (30) days after the date of billing is past due and delinquent, provided, however, that the resolution authorizing a special assessment may specify a different payment date. The Association shall, within three (3) days after written request, furnish to any Member a certificate in writing signed by an officer of the Association setting forth the status of assessment payments. Such certificate shall be conclusive evidence to all but such Member of the status of assessment payments.

I. **Delinquent Assessments**. If any assessment becomes past due and delinquent as set forth in Section H of this Article, then such amount, together with interest thereon at the rate of one and a half per cent (1.5%) per month (ANNUAL PERCENTAGE RATE - 18%) from the past due date and any costs of collection thereof, shall be a charge and continuing lien on the property, and all improvements thereon, against which each such assessment is made in the hands of the then Member, his heirs, successors and assigns. Furthermore, such past due amount, plus interest and costs as above provided, shall continue to be the personal obligation of the Member at the time when the Assessment first became due and payable. Such Member's successors in title shall not be personally obligated to pay past due assessments unless expressly assumed by them, but such amounts shall continue to constitute a lien against the property until paid.

If any assessment is not paid within thirty (30) days after the past due date, the Association may bring an action against the Member personally obligated and/or an action to foreclose the lien against the property. In such event, there shall be added to the amounts due hereunder a reasonable attorney's fee and the costs and expenses related to such action. If judgement is obtained, the amount of such judgement shall accrue interest at the rate above provided.

J. **Rights of Suspension**. The Association may suspend the rights and easements of enjoyment in Common Properties of any Member, tenant or guest of any Member for any period during which the payment of any Assessment against property owned by such Member remains delinquent. The Association may likewise suspend providing a service or function to any Member, tenant or guest of Member for any period during which the payment of any Assessment against property owned by such Member remains delinquent. It may also suspend such rights, services or functions for any period not to exceed sixty (60) days for each breach or infraction of its published rules and regulations or of the terms of this Declaration. Any such suspension shall not constitute a waiver or

discharge of the Member's obligation to pay the Assessment or to abide by such rules and regulations or the terms hereof. Furthermore, the Association shall in no case suspend the right to use the roads leading to public roads, subject to such rules, regulations and fees, if any, established by the Association for such use.

K. **Priority of Assessments**. The lien of the Assessments provided for herein shall be subordinate to the lien of any mortgage, security deed or deed of trust hereafter placed upon any property if, but only if, all assessments (including interest, collection fees and costs, if any) against such property having a due date prior to the recording date of such mortgage have been paid. The lien of Assessments hereby subordinated shall apply only to Assessments which have become due and payable subsequent to the recording date of such mortgage and prior to the earlier of: (1) the date of satisfaction or cancellation of such mortgage; (2) the date of the sale and transfer by recorded deed of such property pursuant to a decree of foreclosure, sale under power or as a result of any other judicial proceeding instituted by the mortgagee for the purpose of foreclosing the mortgage; or (3) the recording date of a deed taken in lieu of foreclosure. Any such sale or transfer as part of a foreclosure proceeding shall not relieve such property from liability for any assessments accruing after the date of recorded transfer to a new owner, provided, however, that any property purchases by a foreclosing mortgage at a foreclosure sale shall not be subject to the lien of assessments, nor shall such mortgage be personally liable for same, until it has owned the property of record for one (1) year.

L. **Exemption from Assessments**. The following property, individuals, partnerships, corporations or other entity or organization subject to this Declaration shall be exempt from the payment of Assessments and the lien of Assessments created herein:

1. The grantee or transferee in conveyances or other instruments given for the purpose of granting and creating easements and rights of way for utilities, sewage disposal, telephone lines and equipment, security equipment, cable television, or any other similar use or purpose providing beneficial services to the property;

2. All common properties and any and all property, real and personal, of the Association and limited common properties as herein defined;

3. Property owned and /or operated by the Developer, Oak Creek Associates Limited Partnership, or affiliate of the Developer which is or may be used for any of the following purposes:

   a. Road rights of way and parking lots,
   b. Utilities, community halls, meeting rooms, maintenance and equipment storage areas and offices of the Developer,

4. Any and all property owned by the Club; and

5. All property owned by the Developer whether developed or undeveloped and whether or not shown as Residential Lots and/or Tracts upon final recorded plats.

M. **Admission Fees**. The Board may establish a schedule of fees to be charged for admission to and use of the common properties and the facilities thereon.

ARTICLE VI

COMMON PROPERTIES

A. **Member's Easement**. Subject to the within provisions and the Association's rules and regulations, as well as any fees or charges established by the Association, each Member, his family, tenant and guest shall have a right and easement of access, use and enjoyment in all Common Properties (excluding Limited Common Property) and such right and easement shall be appurtenant to and shall pass with the title to every Lot, Family Dwelling Unit and Tract.

B. **Conveyances to Association**. The Developer, Oak Creek Associates Limited Partnership and the Club shall have the right to convey to the Association by deed or long term lease any lands, watercourses, lakes, greenbelts, paths, roads, rights of way, easements, utilities, and any other property or rights and any improvements thereon, including any or all recreational facilities which the Developer designates to become Common Property. Any such conveyances or transfers shall be at the sole discretion of the grantor.

C. **Conditions on Member's Easements**. Each Member's easement of use, access and enjoyment of common properties shall be subject to the provisions of this Declaration and to the following:

1. The rights of the Developer and of the Association to borrow money for the purpose of improving or maintaining the Common Properties and providing authorized services and to mortgage such property;

2. The rights of the Association to assume and pay any liens or encumbrances against such property at the time of conveyance and to protect it from foreclosure;

3. The rules and regulations of the Association and the right of the Association, as provided in its By-Laws, to suspend the rights and easement of use, access and enjoyment to such property;

4. All existing and future easements or rights of way granted for utilities, telephone service, gas, security, cable television, or for any similar purpose, and any other matter or provision which shall be set forth in the deed to such common property or shown upon any recorded plat thereof; and

5. The right of the Association to give, sell, transfer or lease all or any part of the common properties to any public agency, authority, utility, or private concern, but such gift, sale, transfer or lease must be authorized by a majority of the votes cast at a duly called meeting of the Association. Written notice of such meeting, together with written notice of the proposal for such gift, sale, transfer or lease, must be given to each member at least thirty (30) days prior to such meeting. A true copy of such resolution, together with a certificate shall be annexed to any instrument of dedication or transfer affecting the common properties prior to the recording thereof. Such certificate shall be conclusive evidence of the authorization by the membership.

ARTICLE VII

THE GLENN FOREST LAKE OWNERS ASSOCIATION, INC.

A. **Creation of The Glenn Forest Lake Owners Association, Inc.** Prior to the recording of this Declaration, the Developer shall cause to be incorporated under South Carolina Law a non-profit corporation which consists of the Owners of Glenn Forest lots 45-51 inclusive and 84-89 inclusive, and lots 75, 76, 77, 78, and 109 in Oak Creek Subdivision, called The Glenn Forest Lake Owners Association, Inc., who shall also be members of The Glenn Forest Property Owners Association, Inc., and subject to the Conditions, Covenants and Restrictions contained herein which shall not be amended by any action of The Glenn Forest Lake Owners Association, Inc., as provided for in this Declaration.

B. **Limitation of Liability.** THE ASSOCIATION, ITS DIRECTORS, OFFICERS AND MEMBERS SHALL NOT BE LIABLE TO OWNERS, THEIR LESSEES AND GUESTS OR TO ANY OTHER PERSON OR ENTITY FOR ANY DAMAGE OR INJURY WHICH RESULTS FROM ANY RULE OR REGULATION PROMULGATED PURSUANT TO THIS DECLARATION.

C. **Property Maintenance Function.** Subject to limitation, the Association shall provide for: (1) the care, operation, management, maintenance, repair, and replacement of all Common Properties and improvements thereon, including, but not limited to, parking areas, roads, walks, drives, malls, open areas, plants, trees, shrubs, fish and wildlife, lighting, foundations, bikeways, waterways, and dams and spillways so that the dams and spillways meet all Federal, State and Local Regulations pertaining to a Class II Impoundment, including, but not limited to, Inspections, maintenance, upkeep, repair, submission of all required reports, and such other directives and regulations as may be promulgated by proper authorities.

D. **Construction, Vehicle, Traffic and Parking Control Function.** The Association may promulgate rules and regulations to protect the use and enjoyment of the roads, lake, dam, spillway, and other Limited Common Properties owned by the Lake Owners Association, including, but not limited to, restrictions on the types, sizes, weights, maximum and minimum speeds, regulations governing traffic and parking, and maximum noise levels of land and waterborne vehicles permitted to use roads, the lake, dam, spillway, and other Limited Common Properties, as well as size and location of piers and docks, type and size of boats and motors, boat launching areas, construction of retaining walls, and all other matters pertaining to the Limited Common Property.

E. **Other Restrictions Included.** Article III; Sections B-G, I, J, and L-Z Article IV, Article V, and Article VI in their entirety are incorporated herein by reference and are to be considered part of this Article as though actually written. All references made to "Common Property", singular or plural, shall have the same meaning as "Limited Common Property", singular or plural for purpose of interpretation of this Article.

ARTICLE VIII

EFFECT OF COVENANTS AND ENFORCEMENT

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

(1) shall be considered and deemed to be incorporated

in each deed or other instruments by which any right, title, or interest in any real property within the Property is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument;

(2) shall, by virtue of acceptance of any right, title or interest in any real property within the property by an Owner, be deemed accepted, ratified, adopted and declared as a personal covenant of such Owner to, with and for the benefit of the Developer, the Club, and the Associations and all other Owners, their respective heirs, successors and assigns;

(3) shall be deemed a real covenant by the Developer for itself, its successors and assigns and also an equitable servitude, running in each case, both as to burdens and benefits with and upon the title to each parcel or real property within the Property, and, as a real covenant and equitable servitude, shall be deemed a covenant and servitude for the benefit of any real property now or hereafter owned by the Developer within the property.

(4) shall be deemed a covenant, obligation and restriction secured by a lien binding, burdening and encumbering the title to each parcel of real property within the Property, which lien, with respect to any such property shall be deemed a lien in favor of the Association.

B. **Who May Enforce**. The benefits and burdens of these Covenants run with the land at law and in equity, and the Developer, the Club and the Association, their successors, representatives, administrators, executors and assigns shall have the right to proceed against any party in violation of these Covenants and to compel a compliance to the terms hereof and to prevent the violation or breach in any event.

C. **Against Whom May the Covenants be Enforced**. The obligation and benefits prescribed by this Declaration shall run with the Property and shall be enforceable against the Developer, its successors and assigns, and against any Owner, his heirs, successors and assigns, or any other person whose activities bear a relation to the Property, including guests and tenants when the aforesaid persons or entities engage in activities (including omissions and failures to act) which constitute violations or attempts to violate, contravene or circumvent the terms of this Declaration.

D. **Enforced Remedies**. In addition to other enforced rights mentioned herein, in the event that any structure is erected, constructed, reconstructed, altered, repaired, converted or maintained, or any structure or land use is in violation of these Covenants; the Developer, its successors and assigns, the Club, the Association or any Owner, his successors and assigns, may institute appropriate legal proceedings or actions at law or in equity: (1) to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use; (2) to restrain, correct or abate such violation, or breach of these Covenants; (3) to prevent the occupancy of any Family Dwelling Unit, structure or land; (4) to prevent any act, conduct, business or use which is in breach of these Covenants; or (5) to compel any affirmative act which, pursuant to these Covenants, "shall" be performed.

ARTICLE IX

THE PROPERTIES

A. **Description**. The real property which is, and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to these covenants is described as follows:

All that tract or parcel of land situate, lying and being in Spartanburg County, South Carolina, containing approximately acres, said parcel being more particularly described in Exhibit "A" attached hereto and by specific reference made a part hereof.

B. **Master Plan - Subject to Change**. The Developer intends to develop the property and surrounding land in accordance with a Master Plan, and the Developer reserves the right to periodically review and modify the Master Plan at its sole option. The Master Plan shall not bind the Developer, its successors and assigns, to adhere to said plan. The Developer shall not be required to follow any predetermined sequence or order of development, and it may bring within these covenants additional lands and develop same before completing the development of the property described in Exhibit "A". The Developer shall have the full power to add to, subtract from and make changes in the Master Plan.

C. **Additional Lands**. Additional lands, including property not owned by the Developer at the time of recording the Declaration, may be made subject to, but not limited to, this Declaration in the following manner:

1. The Developer, its successors and assigns, shall have the right without any consent of the Association to bring within this Declaration additional properties. Such additions herein authorized shall be made by filing a Supplemental Declaration with respect to the additional property which shall extend the operation and effect of the covenants and restrictions of the Declaration to such additional property. A Supplemental Declaration my contain additions and modifications of the covenants and restrictions contained in the Declaration as may be necessary or convenient in the judgment of the Developer to reflect the different character, if any, of the added properties.

2. Except as otherwise stated herein, no other property may be made subject to this Declaration or to the jurisdiction of the Association unless approved at a duly called meeting of the Association by a majority vote of the Members. Written notices of such meeting, together with written notice of the proposal to add property, must be given to each Member at least thirty (30) days prior to such meeting. If the Members approve the proposal, the President and Secretary of the Association shall certify such approval in writing and deliver such certificate to the owner of the property so approved. The owner may then record a Supplemental Declaration of Covenants and Restrictions which shall extend to such additional property the operation and effect of this Declaration. The written Certification evidencing the approval herein required must be attached to and recorded with such Supplemental Declaration as a condition precedent to subjecting additional property to this Declaration as contemplated by this paragraph.

3. Upon a merger or consolidation of the Association with another association, if provided for in the By-Laws of the Association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association. In the alternative, the properties, rights and obligations of another association may, by operation of law, be added to the properties of the Association as a surviving entity pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions

established by this Declaration and the covenants and restrictions established upon any other properties as one plan. Except as otherwise provided herein, no such merger or consolidation shall effect any revocation, change of or addition to the covenants established by this Declaration.

D. **Connection of Roads and Utilities**. The Developer, its successors and assigns, shall have the right without the consent of the Association, Owner or other party to connect and extend roads and any and all services and utilities from any part of the property to adjacent or nearby property of the Developer or of third parties and to allow owners of property in such adjacent or nearby property to use such roads for ingress and egress to a public road and to connect to such utilities and services.

ARTICLE X

MISCELLANEOUS PROVISIONS

A. **Extent and Duration**. The benefits and burdens of this Declaration shall run with the property at law and in equity and bind the land, and this Declaration shall inure to the benefit of and be enforceable by the Association, the Developer, The Club, and all Owners, their respective legal representatives, heirs, successors and assigns, for a period of twenty (20) years from the recording date of this Declaration. Upon the expiration of said twenty (20) year period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods unless during the last year of the initial twenty (20) year period or during the last year of any subsequent ten (10) year renewal period, three-fourths (3/4) of the votes cast at a duly held meeting of the Association vote in favor of terminating this Declaration at the end of its then current term. Written notice of such meeting, together with written notice of the proposal to terminate this Declaration, must be given to each member at least thirty (30) days prior to such meeting. If the members vote to terminate this Declaration, the President and Secretary shall execute a certificate setting forth the resolution of termination, the date of the meeting at which such resolution was adopted, the date that notice of such meeting was given the total number of votes of members, the total number of votes of members, the total number of votes required to constitute a quorum, the number of votes necessary to terminate this Declaration, the total number of votes cast in favor of termination and the total number of votes cast against termination. The certificate shall be then recorded in the RMC Office of Spartanburg County.

B. **Amendment**. This Declaration may be amended upon approval of a majority of the votes cast at a duly called meeting of the Association. Written notice of such meeting, together with written notice of the proposed amendment, must be given to each member at least thirty (30) days prior to such meeting. If any proposed amendment is approved, the President and Secretary shall execute an amendment to this Declaration setting forth the amendment, its effective date (which in no event shall be less than thirty (30) days after the date of recording the amendment), the date of the meeting at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of members, the total number of votes required to constitute a quorum, the number of votes necessary to adopt the amendment, the total number of votes cast for the amendment and the total number of votes cast against it. Such amendment shall be then recorded in the RMC Office of Spartanburg County.

Notwithstanding the prior provision to the contrary, the Developer may unilaterally and without notice amend this Declaration for one or more of the following purposes:

1. To lessen the number of votes of the Class B member

of the Association.

2. To provide that the Class B member shall not vote for certain seats on the Board of Directors and that there seats be filled exclusively by the vote of Class A members.

3. To incorporate in this Declaration a specific list of amenities to be conveyed by the Developer to the Association, together with the proposed dates of transfer and any conditions precedent to the proposed transfer.

4. For any purpose which requires a greater contribution by the Developer to the Association without diminishing the control of the other members or which lessens the role or control of the Developer in the Association and increases the role or control of the other members.

5. To add covenants and restrictions, provided, however, that they shall not bind, without the consent of the Owner thereto, any portion of the properties previously sold and the deed thereto recorded.

6. To amend this Declaration for five (5) years from the date hereof solely for the purpose of making technical changes to eliminate or clarify conflicting provisions.

C. **Notice**. Any notice, statement or ballot sent to a Member under this Declaration shall be deemed to have been properly given on the date such notice or ballot is mailed, with the proper postage affixed, to the last known address of such Member registered in the records of the Association on the first day of the calendar month in which the notice or ballot was mailed. Notice to one (1) or two (2) or more co-Owners shall constitute notice to all co-Owners.

D. **Invalidity of Portion**. Should any covenant or restriction herein contained or any article, section, paragraph, sentence, clause, phrase or term of this Declaration be declared void, invalid, illegal or unenforceable for any reason by the adjudication of any court or other tribunal having jurisdiction of the parties hereto and of the subject matter hereof, such judgement shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect according to their terms.

E. **Interpretation**. In all cases, the provisions of this Declaration shall be given the reasonable interpretation or construction which will best effect consummation of the general plan of land use restrictions and affirmative obligations of Owners which will carry out the intent and objectives expressed in this Declaration and which will preserve the property as a situs for an attractive, well maintained, privately-governed residential community. Common law strict rules of construction shall not apply, because they do not reflect modern day interests in quality land use planning, constitutional freedoms of association, whether by contract or otherwise and the need for flexibility in the land plan and private governance structure for a large scale development.

Contrary to the restrictive common law rule of construction, this Declaration shall be interpreted broadly to touch and concern the property with recognition of modern land use planning and real estate development principles, theories and practices. It is the intent of the Developer and other parties hereto, and all Owners of Lots or Tracts subject to these Covenants do covenant and agree and are thereby estopped to deny, that any Function of the Association or any other term, Covenant or condition of this Declaration is intended to promote the use and enjoyment of the property, is intended to foster the creation, preservation or enhancement of economic or intangible values associated with the

property and does touch and concern, benefit and burden and run with the property.

F. **Gender, Tense, Number and Applicability of Definitions**. When necessary for proper construction, the masculine form of any word used herein shall include the feminine or neuter gender, and the singular, the plural and vice versa, and words used in the present tense shall include the future tense. Unless the context shall clearly indicate otherwise, the words used herein shall have their respective meanings set forth in Article I, whether or not such words are capitalized.

G. **Waiver**. Failure to enforce any provision or provisions of this Declaration for any period of time by the Developer, the Association or any Owner shall not be deemed a waiver or estoppel of the right to enforce same thereafter.

H. **Captions**. The captions and headings in this instrument are for convenience only and shall not be considered as controlling in construing the provisions hereof.

I. **Board Authorization**. All actions of the Association shall be authorized actions if approved by the Board of Directors of the Association in accordance with its By-Laws, unless the terms of this instrument provide otherwise.

J. **Assignability of Developer's Rights**. Developer, its successors and assigns, shall have full and unrestricted power and authority to assign all or any part of its rights, privileges, authority and reserved rights and authority as contained in this Declaration to any third parties. Furthermore, all rights reserved to the "Developer, are reserved expressly in favor of the "Developer", its successors and assigns," without limitation, and likewise any reference to the "Developer" expressly includes "Developer, its successors and assigns."

K. **Effect of Invalidity of Declaration**. If this Declaration be declared void, invalid, illegal or unenforceable in its entirety or in such a significant manner that the Association is not able to function substantially as contemplated by the terms hereof, for any reason, by the adjudication of any court or other tribunal having jurisdiction of the parties hereto and the subject matter hereof, and such adjudication is entered within ten (10) years of the recording date of this Declaration, all common properties and all other property belonging to the Association at the time of such adjudication shall revert to the Developer, and the Developer shall own and operate all of said common properties and other properties as Trustee for the use and benefit of the Owners as set forth below, if said adjudication shall occur on a date set forth below. If said adjudication shall occur on a date more than ten (10) years after the date of recording of this Declaration, or if the Members of the Association should vote not to renew and extend this Declaration as provided for in Article IX, Section A, all common properties and all other property owned by the Association at such time shall be transferred to a Trustee appointed by the Court of Common Pleas of Spartanburg County which shall own and operate all such property for the use and benefit of Owners as set forth below:

1. Each Lot or Tract located within the Properties shall be subject to an annual assessment which shall be paid by the Owner of each such Lot or Tract to the Developer or Trustee, whichever becomes the successor in title to the Association. The amount of such annual assessment and its due date shall be determined solely by the Developer or the Trustee, as the case may be, but the amount of such annual assessment shall not exceed the annual amount actually assessed against each such Lot or Tract in the last year that assessments were levied by the Association, subject to the adjustment set forth in Paragraph 2 immediately following.

2. The annual assessment which may be charged by the

Developer or Trustee on each Lot or Tract may be automatically increased each year by either six (6%) per cent or the percentage increase between the first month and the last month of the annual assessment period in the Consumer Price Index (as defined in the Declaration), whichever of these two percentage figures is greater. The actual amount of such increase in the annual assessment on a Lot or Tract shall equal the annual assessment for the previous year multiplied by the larger of the two percentage factors set forth above.

3. Any annual assessment together with interest thereon at the rate of one and one-half per cent (1.5%) per month from the past due date and all costs of collection, including reasonable attorney's fees, shall be a personal obligation of the Owner at the time that the annual assessment became past due, and it shall also constitute and become a charge and continuing lien on the Lot or Tract and all improvements thereon, against which the assessment has been made, in the hands of the then Owner, his heirs, devisees, personal representatives and assigns.

4. The Developer, or the Trustee, as the case may be, shall be required to use the funds collected as annual assessments for the operation, maintenance, repair and upkeep of the common properties and other property. The Developer or the Trustee may charge as part of the cost of such functions the reasonable value of its services in carrying out the duties herein provided. Neither the Developer not the Trustee shall have the obligation to provide for operation, maintenance, repair and upkeep of the common properties and other property, once the funds provided by the annual assessments have been exhausted.

5. The Developer shall have the right to convey the title to the common properties and other property and to assign its rights and duties hereunder, provided that the transferee accepts such properties subject to the limitations and uses imposed hereby and affirmatively acknowledge its acceptance of the duties imposed hereby.

6. The Trustee shall have the power to dispose of the common properties and other property free and clear of the limitations imposed hereby; provided, however, that such disposition shall first be approved in writing by fifty-one (51%) per cent of the Owners within the properties or in the alternative shall be found to be in the best interest of the Owners by the Court of Common Pleas of Spartanburg County. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the common properties or other property, then for the payment of any obligations incurred by the Trustee in the operations, maintenance, repair and upkeep of such properties, and the excess, if any, shall be distributed among the Owners, exclusive of the Trustee, in a proportion equal to the portion that the annual assessment on property owned by a particular Owner beats to the total annual assessments for all property located within the properties.

L. **Protection of mortgagees and encumbrancers**. No violation or breach of, or failure to comply with, any provision of this Declaration and no action to enforce any such provision or to prevent a violation shall affect, defeat, render invalid or impair the lien of any mortgage or other lien on any property if such lien or mortgage is taken in good faith and for value and is recorded prior to the time an instrument describing such property and listing the name or names of owners of fee simple title of the property and giving notice of a claimed violation, breach or failure to comply with the provisions of this Declaration is recorded. Any such violation, breach or failure to comply used by developer or the associations or other property owners shall not effect, defeat, render invalid or impair the title or interest of the holder of any such mortgage or lien or interest acquired by any purchaser upon foreclosure of any such mortgage or other lien, nor

shall the former owner's violation, breach or failure to comply result in any liability, personal or otherwise, of any mortgage holder or new owner resulting from foreclosure. Any such new owner on foreclosure shall, however, take title subject to this Declaration with the exception of the former owner's violations or breaches of, or failures to comply with, any provisions of this Declaration which occurred prior to the vesting of fee simple title in such new owner, and such prior acts shall not be deemed breaches or violations hereof or failures to comply herewith with respect to such new owner.

IN WITNESS WHEREOF the parties have executed this instrument on this _____ day of _____, 1990.

OAK CREEK ASSOCIATES
LIMITED PARTNERSHIP

_____ BY: _____
Witness General Partner

THE GLENN FOREST PROPERTY
OWNERS ASSOCIATION, INC.

_____ BY: _____
Witness Chairman

THE GLENN FOREST LAKE
OWNERS ASSOCIATION, INC.

_____ BY: _____
Witness Chairman

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG) PROBATE

Personally appeared before me the undersigned witness, who, after being duly sworn, deposes and states that (s)he saw the within named Oak Creek Associates Limited Partnership, by and through its General Partner, J. Patrick Cecil, The Glenn Forest Property Owners Association, Inc. and The Glenn Forest Lake Owners Association, Inc. by and through their respective Chairman, sign, seal and as their acts and deeds deliver the within General Declaration of Protective Covenants and that (s)he with the other witness subscribed above witnessed the executions thereof.

_____

SUBSCRIBED AND SWORN to
before me this _____ day of
_____, 1990.

_____(Seal)
Notary Public for South Carolina
My Commission expires: _____

ARCHITECTURAL GUIDELINES

A. Fencing - All fencing, pending approval of the Architectural Review Committee, must only be erected on the rear portion of lot or tract, but in no way front any street.

B. Driveways - All driveways must be poured concrete, stamped concrete, or brick. No asphalt or loose stone driveways are permitted.

C. Garages - All garages shall not face any street unless a lot is situated on the corner of two adjoining streets and the location of the garage is unavoidable. Garages must be side or rear entry. Garages for two or more cars shall be extremely divided between individual car space.

D. Color Schemes - All exterior facia and siding which is to be painted or stained shall be done so in harmonious colors as they pertain to the surrounding environment.

E. White Brick - White brick is not permitted.

F. Mailboxes - All mailboxes and posts shall be uniform and design with the rest of the subdivision, and shall be purchased from a supplier designated by the Committee. Contact Don Johnson at 585-6395.

G. Lighting - Exterior house and landscape lighting shall be concealed and unobtrusive to neighbors.

H. Decking - All decking shall be constructed of wood and shall not be extended beyond thirty feet from the rear portion of the house.

ssing - All lots shall extend grassing (fescue, bermuda, sod, etc.) to the curb, as to prevent soil erosion. The lot owner shall maintain the grass to the curb line.

Square Footage - No residence structure shall be erected having less than 2,000 square feet of conditioned, living area further described as the net conditioned area calculated by inside wall dimension measurement and excluding, but not limited to, porches, patios, covered walks and swimming pools, porticos, garages and carports, and any other approved detached structures.

Home Owners Association - The Home Owners Association dues will be $100 per year to be prorated at closing.

The Lake Owners Association and Home Owners Association dues will be $200 per year to be prorated at closing. (for lake lot owners only)