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ASHLEY B. WILLIAMS REGISTER OF DEEDS  
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STATE OF SOUTH CAROLINA    }  
  }  
COUNTY OF SPARTANBURG    }    COVENANTS, CONDITIONS  
  }    AND RESTRICTIONS FOR  
  }    *Village at Creekside*

WHEREAS **Northside Development Corporation** (hereinafter “Declarant”) is the owner of a certain tract of land located off College Street, Brawley Street and Manning Street, known as ***Village at Creekside***, containing 2.45 acres, more or less, (the “Property”) shown on a plat entitled “Subdivision Survey for The Village at Creekside”, dated December 1, 2021, and recorded in Plat Book 181 at Page 121 on March 28, 2022 in the Office of Register of Deeds for Spartanburg County, South Carolina (said plat along with any amendments or modifications thereto shall be referred to herein as the "Plat") and reference to which Plat is hereby craved for a more complete description.

WHEREAS, Declarant desires to impose certain restrictive covenants upon the Property in order to insure its use for the intended purposes, to prevent impairment of the attractiveness of the Property, and to maintain the desired quality of the Property with no greater restriction on the free and undisturbed advantages to all Lot owners;

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

**ARTICLE I - DEFINITIONS**

Section 1.       **“Additional Property”** shall mean and refer to any additional real estate that is or may become contiguous, adjacent to, or neighboring the Property, all or a portion of which may be made subject to the terms of the Declaration in accordance with the provisions of this Declaration.

Section 2.       **“Annual Assessment”** shall have the meaning set forth in Article IV, Section 3 of the Declaration.

Section 3.       **“Approved Builder”** shall mean and refer to those builders which have been selected by Declarant to construct homes for sale within the Property.

Section 4.       **“Articles of Incorporation”** shall mean and refer to the articles of incorporation of the Association filed with the Secretary of State of South Carolina, as amended and modified from time to time creating the Association.

Section 5.       **“Association”** shall mean and refer to Village at Creekside Homeowners’ Association, Inc., a South Carolina non-profit corporation, its successors and assigns.

Section 6. **“Board of Directors”** or **“Board”** shall mean and refer to the body responsible for administering the Association, selected as provided in the Bylaws and serving the same role as the board of directors under South Carolina corporate law.

Section 7. **“Bylaws”** shall mean and refer to the Bylaws of the Association, attached hereto as “Exhibit A”, and any amendments or modifications thereto.

Section 8. **“Common Area”** shall mean and refer to those portions of the Property that are designated on the Plat or the Master Plan as “Common Area” and/or “Open Space” including but not limited to, any real property or easements owned by the Declarant or the Association for the common use and enjoyment of the Lots and their Owners together with any other portions of the Property or any Additional Property that shall be designated by Declarant or the Association (as the case may be) as “Common Area” in a recorded amendment to this Declaration or in some other recorded document.

Section 9. **“Declarant”** shall mean and refer to **Northside Development Corporation**, a South Carolina non-profit corporation, and its successors and assigns. Declarant may, at its option, assign only a portion of its rights hereunder, or all of such rights in connection with the appropriate portions of the Property. In the event of such partial assignment, the assignee shall not be deemed to be the Declarant, but may exercise those rights assigned to it by the Declarant. Any such assignment may be made on a non-exclusive basis. At such time as Declarant no longer is an Owner of a Lot in the Property, the rights of Declarant under this Declaration shall inure without further action to the Association.

Section 10. **“Declaration”** shall mean and refer to these Covenants, Conditions, Easements and Restrictions for the Village at Creekside, as may be amended or supplemented from time to time.

Section 11. **“Lot”** shall mean and refer to a numbered plot of land shown on the Plat, excluding the Common Area.

Section 12. **“Member”** shall mean and refer to every person or entity who holds membership with voting rights in the Association.

Section 13. **“Master Plan”** shall mean and refer to the Village at Creekside Master Plan attached hereto as “Exhibit B”, and any amendments or modifications thereto.

Section 14. **“Owner”** shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot, including Declarant if it owns a Lot and any Approved Builder that owns a Lot, but excluding those persons having such interest merely as security for the performance of an obligation.

Section 15. **“Plat”** shall mean and refer to: (i) the Plat; (ii) any revisions, supplements,

or amendments thereof, and (iii) subsequent plats of the Property hereafter recorded by Declarant in the Office of the Register of Deeds for Spartanburg County, and any revisions, supplements, or amendments thereto.

Section 16. **“Property”** shall mean and refer to the real property shown on the Plat(s) including the Common Area and Lots, and such Additional Property as may hereafter be annexed to the Property as hereinafter provided.

Section 17. **“Special Assessment”** shall have the meaning set forth in Article IV, Section 4 of the Declaration.

Section 18. **“Special Individual Assessment”** shall have the meaning set forth in Article IV, Section 4 of the Declaration.

Section 19. **“Storm Water Management Facility”** shall mean any structural storm water management measure used to treat or manage storm water runoff including, but not limited to, basins, ponds, proprietary devices, low impact development features, water quality buffers, filtration and/or other treatment devices.

## **ARTICLE II - PROPERTY RIGHTS**

**Section 1. Owners’ Easements of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Area(s) that shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Declarant or Association to charge reasonable fees for the maintenance and lighting of entrances, the Common Area(s), fences, landscaping, sprinkler systems, light fixtures and other reasonable expenses.

(b) The right of the Declarant or Association to suspend the voting rights of an Owner for any period not to exceed sixty (60) days for any infraction of the Association’s published rules and regulations and the right of the Declarant or Association to impose a Special Individual Assessment for such infractions;

(c) The right of the Declarant or Association to dedicate or transfer all or any part of the Common Area(s) to any public agency or authority. Except as provided otherwise herein, no such dedication or transfer by the Association shall be effective unless an instrument agreeing to such dedication or transfer is signed by two-thirds (2/3) of each class of members and has been recorded with the Office of Register of Deeds for Spartanburg County, South Carolina;

(d) The right of the Declarant or Association, in accordance with the Articles of Incorporation and its Bylaws, to impose regulations for the use and enjoyment of the Common Area(s) and improvements thereon, which regulations may further restrict the use of the Common

Area(s);

(e) The right of the Declarant or Association, in accordance with its Articles of Incorporation and its Bylaws, to borrow money for the purpose of improving the Common Area(s) and facilities thereon. No such mortgage of the Common Area(s) shall be effective unless an instrument agreeing to such mortgage of the Common Area(s) is signed by two-thirds (2/3) of each class of members; and

(f) The right of the Association to exchange portions of the Common Area(s) with the Declarant for substantially equal areas of the Property for the purpose of eliminating unintentional encroachments of improvements onto portions of the Common Area or for any other purpose or reason.

**Section 2. Delegation of Use.** Any Owner may delegate, in accordance with the Bylaws, his or her rights of enjoyment of the Common Area(s) to the members of his or her immediate family and their guests, tenants, or contract purchasers who reside on the Lot of such Owner.

**Section 3. Leasing of Lots.** Any lease agreement between an Owner and a lessee for the lease of such Owner's residence on its Lot shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation, and the Bylaws and that any failure by the lessee to comply with the terms of such documents shall be a default under the terms of the lease.

**Section 4. Declarant's Covenant to Convey Title to Common Area.** Declarant hereby covenants for itself, its successors and assigns, that it may convey fee simple title to Common Area(s) to the Association any time before such time as the Declarant conveys the last Lot to some person other than Declarant. Additionally, if Storm Water Management Facilities are located within the Common Area, the Declarant may take the following actions at or prior to the time in which the Property is fifty (50%) percent built out: (1) convey fee simple title to the applicable Storm Water Management Facilities to the Association, and (2) file any and all necessary documentation defining the responsible party for maintaining the Storm Water Management Facilities. The Common Area(s) shall be free from any assessments or monetary liens but subject to easements of record, including any easements established by this Declaration. The Association shall accept the conveyance of all such Common Area(s) and Storm Water Management Facilities from Declarant pursuant to this Section. Similarly, Declarant may convey to the Association such additional Common Area(s) as is annexed in the future, and immediately following its annexation pursuant to the terms of this Declaration. The Association shall accept the conveyance from Declarant of all such additional Common Area(s) pursuant to this Section.

### **ARTICLE III- MEMBERSHIP AND VOTING RIGHTS**

**Section 1. Membership.** Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

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

**Class A Members.** “Class A Members” means all Owners, with the exception of the Declarant and Approved Builder(s), and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the Owners of the specific Lot determine, but in no event shall more than one vote be cast with respect to any Lot.

**Class B Members.** “Class B Members” means the Declarant and any Approved Builder(s) who own a Lot (or Lots) within the Property, and shall be entitled to three (3) votes for each Lot owned by Declarant or Approved Builder(s), respectively.

The Class B Membership shall cease and be converted to Class A Membership when Declarant and any Approved Builder(s) elect by written notice to the Association to convert their Class B Membership to Class A Membership or when the last Lot in the Property is transferred by deed to an entity or individual other than the Declarant or an Approved Builder.

#### **ARTICLE IV - COVENANT FOR MAINTENANCE AND ASSESSMENTS**

**Section 1. Creation of a Lien and Personal Obligation of Assessments.** Each Owner of any Lot (except for Declarant and Approved Builder(s)) by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as herein provided. The Annual Assessments, Special Assessments, and Special Individual Assessments (collectively “Assessments” and individually an “Assessment”) together with interest, costs, and reasonable attorneys’ fees, shall be a charge on a Lot and shall be a continuing lien upon the Lot against which each such Assessment is made as of that date upon which such Assessment is made and continuing until paid. Each such Assessment, together with interest, costs, and reasonable attorneys’ fees, shall also be the personal obligation of the person who was the Owner of such lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to such Owner’s successors in title unless expressly assumed by them, but shall remain a lien upon the transferred Lot.

#### **Section 2. Purpose of Assessments.**

(a) The Assessments levied by the Declaration or the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Property and in particular for the improvement and maintenance of services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area(s), including, but not limited to:

- i. the costs of repairs, replacements and additions, labor, equipment, materials

- management and supervision of the Common Area(s);
- ii. the payment of taxes assessed against the Common Area(s);
- iii. the maintenance of water and sewer mains in and upon the Common Area(s);
- iv. the maintenance of open spaces and streets which have not been accepted for dedication by a public authority, roadway medians and islands (including medians and islands located in dedicated right-of-way), drives and parking areas within the Common Area(s),
- v. the procurement and maintenance of insurance in accordance with the Bylaws;
- vi. the maintenance of any ponds, retention areas or other bodies of water located within the Common Area, if any;
- vii. the maintenance of any sign easement areas located on the Property;
- viii. the maintenance of entranceways, landscaping and lighting of the Common Area(s), road medians, islands and entranceways, and the lighting of streets within the Property;
- ix. the payment of charges for garbage collection and municipal water, sewer, and electrical services furnished to the Common Area(s);
- x. the employment of attorneys and other agents to represent the Association when necessary;
- xi. the provision of adequate reserves for the replacement of capital improvements including, without limiting the generality of the foregoing, paving, and any other major expense for which the Association is responsible; and such other needs as may arise.

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

(c) All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Property, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and the Bylaws. When a Lot Owner shall cease to be a member of the Association by reason of his/her divestment of ownership of his/her Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the funds or assets of the Association, which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of the Property.

(d) The Declarant shall be responsible for maintenance and repair of the Storm Water Management Facilities until title to the Storm Water Management Facilities is transferred to the Association pursuant to Article II, Section 4 above, at which time the

Association shall be solely responsible for the maintenance and repair thereof. Maintenance and repair of the Storm Water Management Facilities is mandatory per local, state, and federal regulations.

(e) Funds for storm water management will be kept separate from other funds as a line item in the Association's overall budget.

**Section 3. Annual Assessment.** The initial Annual Assessment shall be set by the Declarant. Once the initial Annual Assessment has been set, the Annual Assessment shall be paid on a calendar year basis unless changed by Declarant.

From and after January 1 of the year immediately following the conveyance of the first Lot to a Class A Member, the maximum Annual Assessment may be increased each year by the Declarant by not more than ten (10%) percent above the maximum Annual Assessment for the previous year without a vote of the Owners. From and after January 1 of the year immediately following the conveyance of the first Lot to a Class A Member, the maximum Annual Assessment may be increased above ten (10%) percent of the maximum Annual Assessment for the previous year only by an affirmative vote of two-thirds (2/3) of all Owners who are voting in person or by proxy, at a meeting duly called for this purpose.

**Section 4. Special Assessments and Special Individual Assessments.**

(a) In addition to the Annual Assessments, the Declarant may levy, in any calendar year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement in the Property, or for other special or extraordinary, but not recurring purposes, as identified and approved by Declarant, provided that any such assessment shall be approved by an affirmative vote of 2/3 of all Owners who are voting in person or by proxy at a meeting duly called for this purpose. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his/her lot or otherwise.

(b) In addition to the Annual Assessments and the Special Assessments, Declarant shall have the power to levy a Special Individual Assessment applicable to any particular Owner (1) for the purpose of paying the cost of any construction, reconstruction, repair or replacement of any damaged component of the Common Area(s), including the public roads (prior to their acceptance for public maintenance), whether occasioned by an act or omission of such Owner, members of such Owner's family, or such Owner's agents, guests, employees, or invitees and not as a result of ordinary wear and tear, or (2) for the payment of fines, penalties, or other charges imposed against any Owner relative to such Owner's failure to comply with the terms and provisions of this Declaration, the Bylaws, or any rules and regulations promulgated by the Association or Declarant pursuant to this Declaration or the Bylaws. The due date of any Special Individual Assessment levied pursuant to this Section shall be fixed in Declarant's resolution authorizing such Special Individual Assessment. Upon the establishment of a Special Individual Assessment, Declarant shall send written notice of the amount and due date of such Special

Individual Assessment to the affected Owner(s) at least thirty (30) days prior to the date upon which such Special Individual Assessment shall be due.

**Section 5. Notice and Quorum for any Action Authorized under Sections 4 and 5.** Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all Owners not less than thirty (30) days and no more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners or of proxies entitled to cast twenty-five (25%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ( $\frac{1}{2}$ ) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 6. Uniform Rate of Assessment.** Both Annual Assessments and Special Assessments must be fixed at a uniform rate for all Lots.

**Section 7. Date of Commencement of Annual Assessments.** The Annual Assessments provided for herein shall commence as to all Lots owned by Class A Members as of the filing of this Declaration. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. Subsequent Annual Assessments will be due not more than once in a twelve-month period as determined by Declarant. Declarant shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by Declarant. The Declarant or Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid.

Notwithstanding the provisions of this Section, Lots owned by Declarant or Approved Builder(s) shall be exempt from the Annual Assessments, Special Assessments, and Special Individual Assessments during Declarant's or Approved Builder's ownership of the Lot(s). The Annual Assessments, Special Assessments, and Special Individual Assessments for such Lot(s) shall commence upon the date of sale of the Lot to a Class A Member.

**Section 8. Effect of Nonpayment of Assessments: Remedies.** Any Annual Assessment, Special Assessment, or Special Individual Assessment not paid within thirty (30) days after the due date shall be subject to a \$1.00 per day late fee until paid and bear interest from the due date at the rate of fifteen (15%) percent per annum. Declarant or the Association may bring an action at law or in equity against the Owner personally obligated to pay the same, or foreclose the lien created herein against the Lot subject to the Assessment in the same manner as prescribed by the laws of the State of South Carolina for the foreclosure of mortgages, and interest, costs, and reasonable attorney's fees for representation of the Association in such action or foreclosure shall be added to the amount of such Assessment. No Owner may waive or otherwise escape liability for payment of the Assessment provided for herein by nonuse of the Common Area or abandonment of his or her Lot nor shall damage to or destruction of any improvements on any Lot



by fire or other casualty result in any abatement or diminution of the Assessments provided for herein.

**Section 9. Subordination of the Lien to Mortgages.** The lien of the Assessments against a Lot provided for herein shall be subordinate to the lien of any first mortgage upon such Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such foreclosure sale or transfer. No foreclosure sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

**Section 10. Obligation of the Declarant with respect to Maintenance Assessments.** So long as the Declarant owns at least one Lot in the Property, Declarant may opt to either pay all expenditures in excess of collections (deficit funding) or choose to have its Lots subject to the regular Assessments. After fifty (50%) percent of the Lots are conveyed to Owners other than the Approved Builder(s), any such deficit funding will be considered a loan to the Association and Declarant may require the Association to reimburse Declarant in full prior to the expiration of Class B Membership.

## **ARTICLE V – COVENANT FOR STORM WATER MANAGEMENT FACILITIES**

**Section 1. Responsibilities and Maintenance of Common Areas.** Subject to the provisions of this Declaration, the Declarant and its successors and assigns, including the Association, will own and maintain the Common Area(s) and all Storm Water Management Facilities (structural and non-structural) located within the Common Area(s), including but not limited to, structural and non-structural Storm Water Management Facilities, buffers, low impact development and associated elements. Within these areas, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the performance of storm water features, easements, buffer areas or which may change the direction of flow of storm water or drainage channels, or obstruct or retard the flow of water through the storm water features in these areas.

Pet waste signs/stations, which are shown on the final plat if required, are to be located in all Common Areas used for recreation to encourage all homeowners to dispose of their pet waste appropriately. The Association will be responsible for maintaining, repairing, and/or replacing the sign/stations.

**Section 2. Adherence to Storm Water Plan.** The Association shall maintain the Storm Water Management Facilities in accordance with any approved storm water plan and the maintenance requirements for each element of the Storm Water Management Facilities, including manufactured devices.

- (a) The Association, its heirs, successors and assigns, will perform the work

necessary to keep the Storm Water Management Facilities in good working order as appropriate.

- (b) No alterations of the Storm Water Management Facilities and appurtenances thereto will be permitted without prior written consent and approval of the storm water permitting agency.
- (c) All property owners shall be equally responsible for inspection, maintenance, and repair of all Storm Water Management Facilities in the Property in the absence of a homeowner's or property owners association.
- (d) Easements for Storm Water Management: For those Storm Water Management Facilities not located within a Common Area(s) owned by the Association, there shall be a non-exclusive perpetual easement upon, over, under, and across all portions of the Property utilized for the surface water or storm water management system. Additionally, the Association shall have a perpetual nonexclusive easement for drainage over the entire surface water or storm water management system. No person shall alter the drainage flow of the surface water or storm water management system, including buffer areas or swales, without the prior written approval of the storm water permitting agency.

**Section 3. Right of Access.** Any authorized agent shall be allowed the right of ingress and egress over the Property and any easement areas, at a reasonable time and in a reasonable manner, for the purpose of operation, maintenance, or repair of the Storm Water Management Facilities, as required.

**Section 4. Responsibilities of Owners.**

- a. Lot Development. During the construction or renovation of a dwelling, the Approved Builder shall control erosion and sedimentation during and after construction, stabilize cleared areas, limit stockpiles, protect storm water inlets during construction, remove temporary control systems after construction, and limit the placement of gutters and drains. The Approved Builder shall comply with the local government and the storm water management plan requirements for erosion and sediment control.
- b. Interference with Storm Water Management System Elements. Owner will not interfere with any storm water management system elements on Owner's Lot so as to preclude the function of the element. This includes low impact design elements, which are incorporated into the storm water management system.
- c. Altering Flow of Surface Water Drainage. Owner will not alter, change or obstruct the flow of any surface water drainage in a storm water management system element on the Owner's Lot.
- d. Use of Area of Lot Subject to Storm Water Management System Easement. Owner may use any portion of Owner's Lot subject to a storm water management system easement so long as Owner's use is not inconsistent with the storm water

management system easement.

**Section 5. Additional Resources.** The Association should work with the local municipal authorities to be proactive in environmental education (using good housekeeping and best management practices) of Owners and residents within the Property to include, but not be limited to: purpose of storm water management & features; car washing; disposal of yard waste; pet waste impact and disposal; use of fertilizers and herbicides; use and proper disposal of oils from cars, motorcycles and lawn mowers, carpet cleaning water and cooking grease.

#### **ARTICLE VI – ARCHITECTURAL CONTROL**

Declarant or the Board shall be responsible for all plan and design approvals.

**Section 1. Plan of Design Approval.** All residences, outbuildings, and other structures initially constructed within the Property by an Approved Builder (collectively, “Initial Improvements”) shall be built in accordance with plans and specifications which have been previously approved by Declarant or the Board, as the case may be. Under no circumstances shall any additional architectural approval be required as to the Initial Improvements constructed by any Approved Builder. Other than the Initial Improvements constructed by an Approved Builder, no building, fence, wall, porch, deck, or any other structure or improvement (collectively, “Improvements”), including, without limitation, the alteration or painting of the exterior surface of any Improvement, shall be undertaken upon any Lot unless the plans and specifications and location of the proposed Improvement shall have been expressly approved in writing by the Declarant or the Board. No subsequent alteration or modification of any Improvements or construction, erection or installation of additional Improvements may be undertaken or allowed to remain on any Lot without the review and express written approval of the Declarant or the Board, in accordance with the provisions of this Declaration.

**Section 2. Procedure.** No building, fence, wall, or other structure shall be commenced, erected, or maintained upon any Lot or Common Area(s), nor shall any exterior addition to, or change, or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to the Declarant or the Board and approved in writing by the Declarant or the Board as to harmony of external design and location in relation to surrounding structures and topography.

**Section 3. Dwellings and Other Improvements.** All dwellings and other improvements should follow the Village at Creekside Master Plan, incorporated herein as **Exhibit B**. Plans may also be subject review by the City of Spartanburg Design Review Board, as required by city ordinances. For any Lot designated as single-family detached on the Village at Creekside Master Plan, no structure shall be erected, altered, placed or permitted other than one single-family detached dwelling and attached garage (where applicable). Exclusive of porches, garages and basements, any single-family one-story dwelling shall consist of a minimum of 1000 square feet of heated living space, and any two-story single-family dwelling shall consist of a minimum of 800 square feet of heated living space on the main floor, with a minimum of 1200 square feet of heated living space on both floors. For any calculation of minimum space required hereunder, "split-level" or "split-foyer" dwellings shall be regarded as a one-story dwelling. Declarant

reserves, for itself, its designees and the Board, the right to grant a variance with respect to any violations of square footage minimums based upon neighborhood continuity and the quality of the proposed residence. Outbuildings may be permitted if constructed in harmony with the primary dwelling and in accordance with the Architectural Guidelines and City building codes and zoning ordinances. The Declarant or the Board shall have the right to refuse to approve any plans, specifications, and/or plot plans, taking into consideration the suitability of the proposed building or other Improvements, the materials of which any improvement are to be built, whether or not the improvements are in harmony with the surroundings, and the effect any improvement will have on other residences already constructed in the Property.

**Section 4. Submittal of Plans to Declarant or the Board.** Prior to the commencement of any construction, other than the Initial Improvements made by the Approved Builder(s), each Owner shall submit to the either the Declarant or the Board, in duplicate, plans and drawings, in a one-eighth (1/8) scale or larger, which shall contain, at a minimum:

- (a) front, rear and side elevations;
- (b) floor plans showing major dimensions and openings;
- (c) exterior building material to include color and type of material (vinyl, aluminum, cedar, etc.);
- (d) exterior trim color;
- (e) roofing material and color;
- (f) other materials necessary to illustrate the character of the proposed construction;
- (g) a statement of the estimated completion dates of all construction and Improvements; and
- (h) other standards set forth within this Declaration (and any amendments hereto) or as may be published by the Declarant or the Board.

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

The documents and other information required to be submitted shall be delivered or mailed to the Declarant or the Board. One complete set shall be retained by the Declarant or the Board, and the other complete set shall be returned to the applicant, with the Declarant's or Board's approval or disapproval clearly noted thereon.

**Section 5. Effect of Failure to Approve or Disapprove.**

(a) In the event the Declarant or the Board fails to approve or disapprove such plans within thirty (30) days after receipt, such plans shall be deemed approved unless such plans deviate from overall scheme and uniformity of the Property. The terms "Building" or "Improvements" shall be deemed to include the erection, placement, or alteration of any wall, fence driveway, or parking area, or any such activity undertaken subsequent to initial construction.

(b) If an Owner erects any Improvement on a Lot and a suit to enjoin the erection of or to require the removal of such Improvements is not brought by any person or entity having standing to sue within three (3) months from the commencement of construction of such Improvements, then this Article shall be deemed to have been fully satisfied; provided, however, that a Special Individual Assessment may be levied against the Owner for said violations.

**Section 6. Hardships.** The Declarant or the Board is authorized to modify or amend, during or before the construction or alteration of any Improvement, the provisions of this Declaration concerning set-back and location and size of Improvements for any particular Lot if in the reasonable opinion of the Declarant or the Board such shall be necessary to prevent undue hardship.

**Section 7. Enforcement.** In addition to the rights of the Declarant and the Association to enforce the provisions of this Declaration as set forth hereinafter, the Board shall have the specific, nonexclusive right to enforce the provisions contained in this Article VI and/or to prevent any violation of the provisions contained in this Article VI by a proceeding at law or in equity against the Owner violating or attempting to violate any such provisions contained herein. The Declarant or the Board shall also have the right to request that the Association levy upon an Owner a Special Individual Assessment for said violations. In the event that the Board, the Declarant or the Association resorts to litigation to determine the propriety of any constructed Improvement, to remove any unapproved Improvement, or otherwise to remedy a violation of this Article VI, the Board, the Declarant, or the Association, as applicable, shall be entitled to recover court costs, reasonable attorneys' fees and expenses incurred in connection therewith, which costs, fees and expenses may be levied as a Special Individual Assessment against the offending Owner's Lot.

**Section 8. Reservation of Rights by Declarant.** The Declarant expressly reserves the right to assign any of the duties, powers, functions, and approval authority set forth in this Declaration to any assignee at Declarant's sole discretion.

**Section 9. Exculpation.** Neither Declarant, any Approved Builder nor any member of the Board, shall be responsible or liable in any way for any defects in any plans or specifications approved by either the Declarant or the Board, nor for any structural defects in any work done according to such plans and specifications approved. FURTHER, NEITHER DECLARANT, ANY APPROVED BUILDER, NOR ANY BOARD MEMBER SHALL BE LIABLE FOR DAMAGES TO ANYONE BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, MISFEASANCE, MALFEASANCE OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS OR THE EXERCISE OF ANY OTHER POWER OR RIGHT PROVIDED FOR IN THIS DECLARATION. EVERY OWNER WHO SUBMITS PLANS AND SPECIFICATIONS TO THE DECLARANT OR THE BOARD FOR APPROVAL AGREES, BY THE SUBMISSION OF SUCH PLANS AND SPECIFICATIONS, AND EVERY OWNER OF ANY LOT AGREES, THAT HE WILL NOT BRING ANY ACTION OR SUIT AGAINST THE DECLARANT, ANY APPROVED BUILDER, THE ASSOCIATION, THE BOARD, ANY MEMBERS OR OFFICERS OF THE

ASSOCIATION OR OF THE BOARD, OR ANY MEMBER OF THE BOARD, TO RECOVER ANY SUCH DAMAGES AND HEREBY RELEASES, REMISES, QUITCLAIMS, AND COVENANTS NOT TO SUE FOR ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, DEMANDS, AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN.

**Section 10. Maintenance of Lot.** It shall be the responsibility of each Owner of a Lot to prevent the accumulation of litter, trash, packing crates, or any other accumulations which shall create an unkempt condition of the buildings or grounds on a Lot and/or which shall otherwise tend to substantially decrease the beauty of the Property as a whole or the specific area. No loose trash will be permitted to be strewn about the Property at any time. All personal use items shall be stored inside when not in use. These items include, but are not limited to, yard tools, sprinklers, wheel barrows, and children's toys which would create a nuisance for the community. Owners shall follow the requirements for maintenance set forth in any applicable landscaping guidelines provided to the Owners by the Declarant and/or the Association. All Improvements on a Lot shall be kept within reasonable neighborhood standards as determined by the Declarant or the Board. In the event the requirements of this Section are not adhered to, the Association shall send written notice to the Owner via certified mail giving an additional period for compliance of ten (10) days, unless a hardship or special circumstance requires additional time. If the violation continues, the Association may at its sole discretion hire contractors or other personnel to correct said violation and bill the Owner for all costs incurred. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right and easement to unobstructed vehicular and pedestrian access over and upon each Lot at all reasonable times to perform maintenance as provided for in this Section. In the event the Association performs such exterior maintenance, repair, or replacement, the cost of such maintenance, replacement, or repairs shall be assessed to the Owner as a Special Individual Assessment and shall become a lien against the Lot of such Owner.

## **ARTICLE VII - USES PERMITTED AND PROHIBITED**

**Section 1. Residential Use of Property.** All Lots in the Property shall be used for single-family, residential purposes only and no business or business activity shall be carried on or upon any Lot at any time, except with the written approval of the Declarant; provided however, that nothing herein shall prevent Declarant or any Approved Builder from using any Lot owned by Declarant or such Approved Builder for the purpose of carrying on business related to the development, improvement and sale of Lots in the Property. The restrictions and covenants herein include, without limitation, a strict prohibition of any short-term rentals by an Owner or through another company such as VRBO, Orbitz, FlipKey, or Airbnb. For purposes of this restrictive covenant, "short-term rental" shall mean a rental period of less than thirty (30) consecutive days. Upon violation of this provision, the Declarant or its designee may provide notice to the Owner of the violation and an opportunity to cease and desist or cure. Traditional, long-term rentals are acceptable, but an Owner shall insure the integrity and aesthetics of the neighborhood are

maintained per guidelines laid out herein, with the goal of there being no distinguishable difference between rental and owner-occupied homes.

**Section 2. Use of Outbuildings and Similar Structures.** No tent, shack, garage, barn, storage building, or other out-buildings shall be erected upon any Lot without approval from the Declarant or the Board and, if approved, such structure(s) shall not be used as a residence either temporarily or permanently. No structure of a temporary nature or an unfinished house shall be used as a residence and no house trailer, modular home, manufactured home or mobile home shall be placed on any Lot either temporarily or permanently.

**Section 3. Trailers, Boats, Boat Trailers.** No boat or boat trailers, camping trailer, recreational vehicle, utility trailer and/or similar equipment used for the personal enjoyment of a resident of a Lot shall be stored within the Property, unless it is stored within an Owner's garage. Utilizing driveways or shared parking for parking of such vehicles is prohibited. Exceptions may be made for up to 24 hours necessary to clean, repair, and restock such vehicles. The Declarant may require that such equipment be removed at any time it is deemed to be a nuisance. A Special Individual Assessment will be imposed for all costs and expenses incurred in connection with any violation of this Section.

**Section 4. Offensive Activities.** No obnoxious or offensive activity shall be permitted anywhere on a Lot or Common Area(s) nor shall anything be done which may become an annoyance, nuisance, or menace to the Property. No Lot or any part thereof shall be used for any business, commercial, or public purpose, except as set forth in Article VII, Section 1 above.

**Section 5. Livestock.** No animals shall be kept, maintained, or quartered on any Lot except that cats, dogs, rabbits, hamsters, or caged birds may be kept in reasonable numbers as pets for the pleasure of Owners so long as said animals do not constitute a nuisance or menace to the neighborhood. Due to the open concept of the neighborhood, it is preferable that pets be kept indoors. When outdoors, pets must be on a leash and accompanied by its owner.

**Section 6. Aesthetics, Natural Growth, Screening.** Tall shrubbery or hedges shall be trimmed to reasonable limits where traffic hazards may be created. Further, all Owners shall be required to maintain their Lots and any Improvements thereon at all times in a neat, attractive and presentable manner so as not to detract from the overall appearance of the Property or the surrounding property.

Portable basketball goals shall not be allowed. No bird baths, vegetable gardens, frog ponds, lawn sculpture, artificial plants, birdhouses, rock gardens or similar types of accessories and lawn furnishings, sand boxes or other children's play equipment shall be permitted in the front or side yards of any Lot and the installation or location of a swing-set and/or permanent basketball goal and/or clothesline on a Lot must receive prior written approval of the Declarant or the Board.

**Section 7. Vehicles.** Each Owner shall provide space for the parking of automobiles prior to the occupancy of any building or structure constructed on a Lot in accordance with

reasonable standards established by the Declarant or the Board. Vehicles shall not be parked in any front or side yard except in areas designated as a driveway or parking area. Vehicles in disrepair shall not be stored within the Property. No passenger vehicles without current registration and license tags will be allowed in the Property or on any Owner's Lot. Vehicles being repaired outdoors must have work completed within twenty-four (24) hours. Visiting guests may only use designated parking areas for temporary parking of their vehicles. No commercial vehicles in excess of 10,500 pounds gross vehicle weight may be stored or housed in the Property at any time.

**Section 8. Garbage and Refuse Disposal.** A communal garbage area will be provided, and will be maintained by the Association. Storing garbage on a Lot is prohibited.

**Section 9. Outdoor Fires.** No outside burning of wood, leaves, trash, garbage or other refuse shall be permitted on any Lot, except that an outdoor fireplace or permanent outdoor firepit may be approved by written approval from the Declarant or the Board as further described herein.

**Section 10. Fences and Walls.** All fences, walls, and other screens or types of barriers must be approved prior to installation pursuant to Article VI, Section 1. Both material and locations of any fences, walls, and other screens or types of barriers must be expressly approved in writing by the Declarant or the Board.

**Section 11. Above Ground Pools.** No above-ground pool shall be constructed or placed on any Lot, except that inflatable pools for small children are acceptable, provided they are stored at the end of each day.

**Section 13. Driveways and Entrances to Garages.** All driveways and entrances to garages shall be concrete or other material approved the Declarant and of a uniform quality.

**Section 14. Signage.** No signs shall be permitted on any Lots except that a single sign offering the Lot for sale may be placed on such Lot, provided such sign is approved by the Declarant or the Board. Further, so long as Class B Membership exists, Declarant reserves the right to place additional signs as needed within the Property.

**Section 15. Mailboxes.** All residences shall have a special mailbox which will be available from a source to be specified by the Declarant. Common box units as required by the USPS shall be located throughout the neighborhood. Initial placement of these units shall be determined by the Declarant and/or Approved Builder with maintenance being the responsibility of the Association. Owners with documented disability may be eligible to install a personal mailbox at the entrance to their home, as approved by USPS.

**Section 16. General Rules and Regulations.** The Declarant shall have the power to formulate, publish, and enforce reasonable general rules and regulations concerning the use and enjoyment of the Common Area(s). Such rules and regulations shall be maintained in a place



convenient to the Owners and available to them for inspection during normal business hours and with reasonable notice.

### **ARTICLE VIII – EASEMENTS**

**Section 1. Easements Along Lot Lines.** In addition to other easements as are shown on the Plat or the Master Plan, a five (5) foot easement is reserved over and across each side and rear lot line, and a ten foot easement is reserved over and across the front lot line of each Lot, for drainage, utility, cable television, gas, water, power, sewer, and telephone installation and maintenance; provided that should two Lots be consolidated to support one residence, then in such event, the easements provided herein shall apply only with respect to the exterior lines of such consolidated Lot. Shared portions of attached dwellings may be exempt.

**Section 2. Reservation of Right to Grant Utility Easements.** Declarant specifically reserves the right to grant specific easements to any utility services at any time following the date hereof until any specific Lot shall be conveyed by Declarant. The right is reserved to authorize the laying and placement of sewer, gas, and water pipelines, telephone, cable television, and electrical light poles and drainage lines, drop inlets, and culverts on any of the streets and easements shown on the Plat and the Master Plan. An easement for the installation and maintenance of utilities and drainage facilities is hereby reserved over all streets and easements.

**Section 3. Access Easement.** Easements for access to the Property are reserved as indicated on the Plat and the Master Plan and in recorded easements. The Declarant hereby grants, gives, and conveys to each Owner and Approved Builder(s) a perpetual, nonexclusive easement over the areas designated on the Plat or the Master Plan for vehicular and pedestrian ingress and egress to and from the Property. The easements granted under this Section are reserved and shall run with the land in perpetuity and be binding upon and inure to the benefit of all persons and entities now owning or subsequently acquiring all or a part of the Property, subject to Declarant's right to amend the Plat or the Master Plan in the future. Declarant specifically reserves the right to dedicate or convey any street, road or driveway to any governmental entity at any time following the date hereof without the consent or approval of any Owner or the Association.

### **ARTICLE IX - SETBACK, LOCATION, AND SIZE OF IMPROVEMENTS**

**Section 1. Setbacks.** No building shall be erected on any Lot nearer to the front lot line or nearer to the side street line than the building setback line shown on the Plat or the Master Plan. All buildings shall face toward the front line of the Lot except that buildings to be constructed on corner Lots shall face in the direction as may be designated by the Declarant or the Board. No building shall be located nearer to any interior side lot line than the distance determined by applicable building codes.

**Section 2. Detached Buildings.** Detached buildings are not permitted due to the open nature of the community.

**Section 3. Barriers and Obstructions.** No wall, fence, or hedge shall be erected between the street and the front corner of the main body of a house on any Lot. All walls, fences, and hedges are subject to approval by the Declarant or the Board, and can be placed no closer to the street than the middle of the house on any Lot. No walls, fences or hedges will be allowed to obstruct views on corner lots and therefore should not extend past side or rear building setback lines on corner lots. Further, no walls, fences, or hedges will be allowed to obstruct access to Common Area(s) or walkways to Common Area(s).

**Section 4. No Subdivision of Any Lot.** No Lot shall be repositioned so as to face in any direction other than is shown on the Plat or the Master Plan nor shall a Lot be subdivided so as to make any building site smaller than is provided for on the Plat or the Master Plan, unless approved by the Declarant or the Board.

**Section 5. Combination of Lot.** One or more Lots or parts thereof may be combined with the adjacent Lots to form a single building Lot when (i) such combination is permitted by all applicable laws and regulations and (ii) such combination is approved, in writing, by the Declarant. In such event, the building line requirements provided herein shall apply to such Lots as combined and side-line easements as shown on the Plat shall be moved to follow the new side-line so that the easement will run along the newly established side line.

## **ARTICLE X – PARTY WALLS**

**Section 1. Party Walls.** All walls which serve two or more Buildings shall at all times be considered Party Walls, and each Owner of such Building shall have the right to use said party wall below and above the surface of the ground and upon the entire length for the support of the Building and for the support of any Building constructed to replace the same, and shall have the right to maintain in or on said wall any pipes, ducts or conduits originally located thereon subject to any restrictions contained herein. No Owner shall have the right to extend a party wall, either in length, height or thickness.

**Section 2. Cross Easement.** The title to the portion of the party wall within such Building is subject to a cross easement in favor of the adjoining Owner for joint use of said party wall.

**Section 3. Maintenance.** In the event of damage or destruction to any Party Wall from any cause, other than the negligence of either party hereto, the owners of the Lots on either side of said party wall shall repair or rebuild said party wall. The cost of such repair or rebuilding shall be borne equally by the owners whose Buildings adjoins said party wall. If either owner's negligence shall cause damage to or destruction of said party wall, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his share, or all of such costs in case of negligence, the other party may have such party wall repaired or restored and shall be entitled to have a lien on the Lot and Building of the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement costs

together with interest at the maximum rate allowable. The party having such party wall repaired shall, in addition to the lien, be entitled to recover attorney's fees and shall be entitled to all other remedies provided herein or by law. In the event that neither party shall repair or rebuild in a reasonable tune, the Declarant shall have the right, but not the obligation, to repair or rebuild the Party Wall, and the remedial provisions concerning attorneys' fees, costs and lien rights herein shall apply in the Declarant's favor.

## **ARTICLE XI - GENERAL PROVISIONS**

**Section 1. Enforcement.** The Declarant, any Approved Builder (so long as it owns a Lot), the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration, the Articles of Incorporation, or Bylaws. The Declarant or the Association shall have the right to impose Special Individual Assessments for infractions of such restrictions. In the event that the Declarant, any Approved Builder, any Owner, or the Association resorts to litigation to remedy a violation of this Declaration, such Owner, Declarant, Approved Builder, or the Association, as applicable, shall be entitled to recover court costs, reasonable attorneys' fees and expenses incurred in connection therewith, which costs, fees and expenses may be levied as a Special Individual Assessment against the offending Owner's Lot. Failure by the Declarant, the Association, an Approved Builder, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Declarant, the Association, the Approved Builder, and any Owner shall have the right to request that law enforcement, public safety and animal control officers come on the Property to facilitate the enforcement of the laws, codes and ordinances of any governmental authority.

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

**Section 3. Conflicts.** Declarant intends that the provisions of this Declaration on the one hand, and the Articles of Incorporation and Bylaws on the other, be interpreted, construed and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, the provisions of this Declaration shall prevail over any inconsistent provision contained in the Articles of Incorporation or Bylaws to the contrary, to the extent permitted by law.

**Section 4. Amendment.** The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Declarant specifically reserves the right to amend this Declaration, or any portion hereof, on its own motion without the consent of any other Owners or Members so long as Declarant owns at least one (1) Lot in the Property. After Class B Membership has ceased, this Declaration may be amended by a recordable instrument signed by Owners representing not less than sixty-

seven (67%) percent of the Lots as provided for in Article III, Section 2 of this Declaration. Any amendment must be recorded with the Office of the Register of Deeds of Spartanburg County, South Carolina. As long as Declarant or any Approved Builder owns any Lot in the Property, no amendment shall be effective without the written consent of Declarant or Approved Builder.

**Section 5. Annexation.**

(a) Additional Property may be annexed into the Property and made subject to this Declaration by the Declarant by filing a supplemental declaration of record. Subject to subparagraph (b) below, such annexation must be approved by two-thirds (2/3) of each class of members.

(b) Notwithstanding the above, Additional Property may be annexed by the Declarant without the consent of the Class A Members within ten (10) years of the date of this instrument; provided, however, that should Declarant elect to improve and develop all or part of the Additional Property, Declarant shall not have the right to impose covenants and restrictions which materially differ from those contained herein without the written approval of the Association.

**Section 6. Notices.** All notices, requests, demands, and other communications allowed, made, or required to be made pursuant to the terms of this Declaration shall be in writing and shall be deemed to be given or made when personally delivered (including personal delivery by Federal Express or other nationally recognized overnight private courier service) or the date that is three (3) days after the date of postmark of any notice when deposited with the United States Mail, addressed in any such event to the party to whom such communication is directed at such address as is set forth below or at such other address as may hereafter be designated in writing by the respective parties hereto:

**If to Declarant:**

Northside Development Corporation  
501 Howard St Suite A  
Spartanburg, SC 29303

**If to Association:**

Village at Creekside Homeowners' Association, Inc.  
c/o Northside Development Corporation  
501 Howard St Suite A  
Spartanburg, SC 29303

**If to an Owner: (other than Declarant or Approved Builder):**

at the address of Owner's Lot

**If to an Approved Builder:**

at the address provided by the Approved Builder to the Declarant or Association

**ARTICLE XII - MISCELLANEOUS**

**Section 1. Notice of Conveyance.** The Owner of each Lot shall cause written notice to be delivered to the Association upon the conveyance of any Lot by the Owner, advising the Association of the conveyance.

**Section 2. Declarant's Rights.** Any or all of the special rights and obligations of the Declarant set forth in this Declaration or the Bylaws may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration or in the Bylaws, as applicable. Furthermore, no such transfer shall be effective unless it is in a written instrument signed by both the Declarant and the transferee and duly recorded in the public records of Spartanburg County, South Carolina. Nothing in this Declaration shall be construed to require the Declarant or any transferee to develop any of the property adjacent to or contiguous with the Property.

Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction and initial sales of units shall continue, it shall be expressly permissible for the Declarant and Approved Builders to maintain and carry on upon portions of the Common Area(s) and public streets such facilities and activities as, in the sole option of the Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such units, including, but not limited to business offices, signs, model units, sales offices, and rental units. The Declarant and Approved Builders authorized by Declarant shall have easements for access to and use of such facilities as well as vehicular access for construction along public streets. The right to maintain and carry on such facilities and activities shall include specifically, without limitation, the right to units owned by the Declarant and any common area or other facilities which may be owned by the Association, as models, sales offices, or rental units.

In addition, notwithstanding any contrary provision of this Declaration, the Bylaws, or any Association rules, the Declarant shall have the right to replat or revise the recorded plats relating to any portion of the Property without the consent of any Owner other than the Owner(s) of the Lots in which the boundaries are altered.

So long as Declarant owns any portion of the Property, Declarant may, without the express written consent of any Owner, the Association, include in any contract or deed hereafter executed covering all or any portion of the Property, any additional covenants or restrictions applicable to such property, so long as they are consistent with and do not lower the standards set forth in this Declaration and do not violate any covenants or restrictions then in effect and recorded against the Property. Further, the Declarant may make any amendments to the Declaration which are necessary to comply with the guidelines established by, or the requirements of, any governmental

authority, title insurer or institutional lender without the express written consent of any Owner or the Association.

So long as the Declarant continues to have rights under this Article, no person or entity shall record any declaration of covenants, conditions and restrictions, or similar instrument affecting any portion of the Property without Declarant's review and written consent. Any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or similar instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the public records.

[Signature Page Below]

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hands and seals this 19 day of January, 2023.

Northside Development Corporation

WITNESSES:

[Signature]

Megaw Genobles

BY: [Signature]  
Print Name: Michael Williamson  
Title: CEO

STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

ACKNOWLEDGMENT

I, J. Megan Genobles, Notary Public for the State of South Carolina, do hereby certify that Michael Williamson, in his capacity as CEO of **Northside Development Corporation** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 19 day of January, 2023.

[Signature]  
Notary Public for South Carolina  
Printed Name of Notary: J. Megan Genobles  
My Commission Expires: 05/15/23

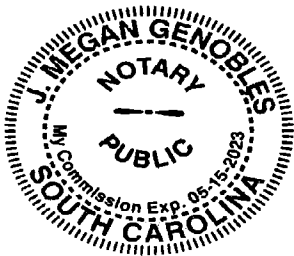


EXHIBIT "A"

Bylaws



**BYLAWS OF VILLAGE AT CREEKSIDE HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE I**  
**NAME AND LOCATION**

Section 1.1 Name. The name of the corporation is Village at Creekside Homeowners' Association, Inc. hereinafter referred to as the "Association."

Section 1.2 Location. The principal office of the Association shall be located in Spartanburg County, South Carolina.

Section 1.3 Registered Agent. The registered agent for the Association shall be Northside Development Corporation unless otherwise agreed upon by the Board of Directors. The registered office of the Association must be located in South Carolina and may be, but need not be, identical with the principal office.

Section 1.4 Purpose. The purpose for which the Association is organized is to further the interests of Owners of Lots in the Village at Creekside located in Spartanburg County, South Carolina, and in connection therewith to provide services to such property Owners, manage and maintain the Common Areas, and administer and enforce all covenants and restrictions dealing with the Property and any other purposes allowed by law.

**ARTICLE 2**  
**DEFINITIONS**

All capitalized terms when used in these Bylaws, or any amendment hereto (unless the context shall otherwise require or unless otherwise specified herein or therein) shall have the meanings set forth in that certain Covenants, Conditions, and Restrictions for Village at Creekside development executed by Northside Development Corporation, as Declarant, and duly recorded in the Land Records for Spartanburg County, South Carolina as the same may be supplemented and amended from time to time (the "Declaration").

**ARTICLE 3**  
**MEETINGS OF MEMBERS**

Section 3.1 Membership. The Members of the Association, hereinafter referred to as "Members", shall at all times be limited to the Declarant (as defined in the Declaration), any Approved Builder, and Owners of Lots in the Property.

Section 3.2 Annual Meeting. The first annual meeting of the Members shall be held on such date as determined by the Board of Directors within one year from the date of incorporation of the Association or during the first calendar year that Assessments are charged to the Owners. Each subsequent annual meeting of the Members may be held on the same day of the same month of each year thereafter, at the hour of 6:00 o'clock, P.M. or on such other date and time as

determined by the Board of Directors. If the day for the annual meeting of the Members is a legal holiday, the meeting may be held at the same hour on the first day following which is not a legal holiday.

Section 3.3 Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-tenth (1/10) of all of the votes appurtenant to the Lots.

Section 3.4 Place of Meetings. All meetings of the Members shall be held in a public, accessible place within ten (10) miles of the location of the Property, or at the office of the Registered Agent as determined by the Board of Directors of the Association.

Section 3.5 Notice of Meetings. Written notice of each meeting of the Members shall be given by mailing a copy of such notice by first class mail, postage prepaid, not less than thirty (30) days nor more than sixty (60) days before the date of such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.6 Membership List. An alphabetical list of the names of all Members who are entitled to vote and their addresses shall be prepared by the Secretary and shall be available for inspection by any Member beginning on the next business day after notice of any meeting is given and continuing through the meeting, at the Association's principal office or at a place identified in the meeting notice in the city where the meeting will be held. This list shall also be available at the meeting for inspection by any Member.

Section 3.7 Classes of Lots and Voting Rights. The voting rights of the Membership shall be appurtenant to the ownership of Lots. There shall be two classes of Lots with respect to voting rights.

- (a) Class A Lots. Class A Lots shall be all Lots except Class B Lots as defined below. Each Class A Lot shall entitle the Owner(s) of said Lot to one (1) vote. When more than one person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Class A Lot.
- (b) Class B Lots. Class B Lots shall be all Lots owned by Declarant or an Approved Builder which have not been conveyed to purchasers who are not affiliated with an Approved Builder or Declarant. Declarant and an Approved Builder shall be entitled to three (3) votes for each Class B Lot which each party owns.

Section 3.8 Relinquishment of Control. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (i) the date on which the last Lot in the Property is transferred by deed to an entity or individual other than the Declarant or an Approved Builder;
- (ii) when Declarant and any Approved Builder elect by notice to Association in writing to convert their Class B membership to Class A membership.

Section 3.9 Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, twenty-five percent (25%) of the votes appurtenant to the Lots shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, subsequent meetings may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 3.10 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing dated within eleven months prior to the Meeting and filed with the Secretary. Every proxy shall be revocable by (i) appearing at the Meeting and voting in person, (ii) filing a valid substitute proxy or cancellation of proxy with the Secretary prior to the call to order of the Meeting, or (iii) conveyance by the Member of his Lot.

Section 3.11 Action by Members. Except as provided otherwise in the Articles of Incorporation, the Declaration, or these Bylaws, any act or decision approved by a vote of no less than two-thirds (2/3) of all votes present at a duly held meeting of the Members at which a quorum is present shall be regarded as the act of the Members. The Members present at a duly called or held meeting at which a quorum is present may continue to do business at the meeting or any adjournment thereof notwithstanding the withdrawal of enough Members to leave less than a quorum.

Section 3.12 Waiver of Notice. Any Member may, at any time, waive notice of any meeting of the Members in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member at any meeting of the Members shall constitute a waiver of notice by him of the time and place thereof except where a Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all the Members are present at any meeting of the Members, no notice shall be required and any business may be transacted at such meeting.

Section 3.13 Informal Action by Members. Any action which may be taken at a meeting of the Members may be taken without a meeting if: (i) a consent in writing, setting forth the action so taken, shall be signed by all of the persons who would be entitled to vote upon such

action at a meeting and filed with the Secretary of the Association to be kept in the Association's minute book; or (ii) such action is approved by written ballot as authorized by the South Carolina Code of Laws, 1976, as amended.

#### **ARTICLE 4** **BOARD OF DIRECTORS**

Section 4.1 Number. The business and affairs of the Association shall initially be managed by a Board of three directors, who will be appointed by Declarant during and for so long as there is a Class B membership.

Section 4.2 Initial Directors. The initial directors shall be selected by the Declarant. Such initial directors shall serve for one year terms at the election of the Declarant or until such time as the Class B membership terminates and their successors are duly elected and qualified.

The names of the persons who shall serve on the initial Board of Directors are as follows:

**Name**

**Michael Williamson**  
**Alex Powell**  
**Mary Thomas**

Section 4.3 Nomination. Following the expiration of the Class B membership, nomination for election to the Board of Directors may be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. If applicable, the Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee may be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment may be announced at each annual meeting. The Nominating Committee may make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 4.4 Election. Directors may be elected at the annual meeting of the Members by written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 4.5 Term of Office. The term of all successor directors elected by the Members shall expire at the next annual meeting of Members; provided, however, the directors shall continue to serve until their successors are elected and qualified or until their earlier resignation, removal from office, incapacity, or death.

Section 4.6 Removal. After the Class B Membership shall cease, any Director may be removed from the Board of Directors, with or without cause, by a two-thirds (2/3) vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor. The Members may elect a director at any time to fill any vacancy not filled by the Board of Directors. Until such time as the Class B shall cease, Board members shall serve at the leisure of Declarant and can be removed with or without cause by Declarant.

Section 4.7 Compensation. No director shall receive compensation for any service he or she may render to the Association. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

Section 4.8 Salaries of Employees and Agents. Except as provided elsewhere in these Bylaws, the Board of Directors may set the salaries of all employees and agents of the Association, if any.

## **ARTICLE 5** **MEETINGS OF DIRECTORS**

Section 5.1 Regular Meetings. Meetings of the Board of Directors may be held on a regular basis as often as the Board of Directors see fit, on such days and at such place and hour as may be fixed from time to time by resolution of the Board of Directors. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 5.2 Special Meeting. Special Meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Section 5.3 Notice of Meetings. Notice of each special meeting of the Board of Directors, stating the time, manner, and place of the meeting, shall be given by or at the direction of the Secretary of the Association by mailing the same to each director at his residence or business address not fewer than three days before such meeting, or by giving the same to him personally or by telegraphing or telephoning the same to him at his residence or business address not later than the day before the day on which the meeting is to be held.

Any and all requirements for call and notice of meetings may be dispensed with if all directors are present at the meeting or if those not present at the meeting shall at any time waive or have waived notice thereof.

Section 5.4 Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

Section 5.5 Informal Action by Directors. Action taken by a majority of the directors without a meeting is nevertheless Board of Directors action if written consent to the action in question is signed by all of the directors and filed with the minutes of the proceedings of the Board of Directors, whether done before or after the action so taken.

Section 5.6 Chairman. A Chairman of the Board of Directors shall be elected by the directors and shall preside over all Board of Directors meetings until the President of the Association is elected. Thereafter, the President shall serve as Chairman. In the event there is a vacancy in the office of the Presidency, a Chairman shall be elected by the Board of Directors and serve until a new President is elected.

Section 5.7 Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. The Owners shall indemnify and hold harmless each of the members of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these Bylaws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association, except to the extent that they are Owner(s).

## **ARTICLE 6**

### **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 6.1 Powers. The Board of Directors shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the Common Areas and facilities, including but not limited to the recreational facilities and the personal conduct of the Members, their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the recreational facilities of a Member, including the rights to use the recreational facilities, or other Common Area during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and prescribe their duties;

- (f) employ attorneys to represent the Association when deemed necessary;
- (g) grant easements for the installation and maintenance of sewer or water lines and other utilities or drainage facilities upon, over, under, and across the Common Area without the assent of the membership when such easements will not adversely affect the convenient use and enjoyment of the Property;
- (h) appoint and remove at pleasure all officers, agents, and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient;
- (i) do anything necessary or desirable, including, but not limited to, establishing any rules or regulations which the Association deems necessary to carry out the purposes of the Association as set forth herein or as permitted by law;
- (j) to enforce the provisions of the Declaration and any additional or supplementary declaration and any rules or regulations made hereunder or thereunder and to enjoin and/or, at its discretion, seek damages or other relief for violation of such provisions or rules and/or by Special Individual Assessments against any Owner for violation of such provisions, rules, or regulations pursuant to the provisions of the Declaration; and
- (k) to levy Assessments as more particularly set forth in the Declaration.

Section 6.2 Duties. It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by Members entitled to at least one-third (1/3) of the votes appurtenant to the Lots;
- (b) Supervise all officers, agents, and employees of the Association, and to see that their duties are properly performed;
- (c) As more fully provided in the Declaration:
  - (1) Fix the amount of the Assessments as more particularly described in the Declaration;
  - (2) Send written notice of each assessment to every Owner subject thereto before its due date; and
  - (3) Foreclose the lien against any property for which Assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

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

(e) Procure and maintain adequate liability insurance covering the Association and the directors and officers thereof and adequate hazard insurance on the property owned by the Association;

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

(g) Cause the Common Areas to be maintained.

## **ARTICLE 7**

### **OFFICERS AND THEIR DUTIES**

Section 7.1 Officers. The officers of the Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board of Directors may from time to time by resolution create.

Section 7.2 Election of Officers. The election of officers may take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 7.3 Term. Each officer of the Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year or until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualifies.

Section 7.4 Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board of Directors may, from time to time, determine.

Section 7.5 Resignation, Removal and Vacancies. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.



Section 7.6 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 7.4.

Section 7.7 Compensation. No officer shall receive any compensation from the Association for acting as such.

Section 7.8 Duties. The duties of the officers are as follows:

**President**

(a) The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall supervise and control the management of the Association. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all checks and promissory notes.

**Vice-President**

(b) The Vice-President shall act in the place and stead of the President in the event of his or her absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board of Directors.

**Secretary**

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members, shall keep the corporate seal of the Association and affix it on all papers requiring said seal, shall serve notice of meetings of the Board of Directors and of the Members, shall keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board of Directors.

**Treasurer**

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall sign all checks and promissory notes of the Association, shall keep proper books of account, and shall prepare and distribute to the Members an annual financial report in accordance with the requirements of South Carolina law. The Treasurer may, but is not required by law, to utilize the services of a certified public accountant in preparing the annual financial report.

## **ARTICLE 8**

### **COMMITTEES AND MANAGER**

Section 8.1 Executive Committee. The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, designate an Executive Committee to consist of two or more of the Directors of the Association, which, to the extent provided in said resolution, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Association and to do all things, including actions specified by these Bylaws to be performed by the Board of Directors, in the same manner and with the same authority and effect as if such acts had been performed by the Board of Directors; but the Board of Directors shall at all times have the power to reverse an action taken by the Executive Committee, provided that the exercise of such power by the Board of Directors shall not in any way abrogate the obligations or duties owing by the Association to third parties who have acted in reliance on the action taken by such committee.

All proceedings and action taken by such committee shall be reported to the Board of Directors at the regular meeting of the Board of Directors or special meeting called for such purpose next following such proceedings or action.

Section 8.2 Nominating Committee. The Association may appoint a Nominating Committee, as provided in these Bylaws.

Section 8.3 Other Committees. The Board of Directors may create such other committees as the Board of Directors may from time to time appoint.

Section 8.4 Compensation. Members of committees, as such, shall not receive any salary or compensation for their services; provided, however, that a committee member may serve the Association in another capacity and receive compensation therefor.

Section 8.5 Manager. The Board may, if it chooses, hire a Manager to assist with the Association's business. Under such circumstances, the Manager, among other duties delegated to the Manager in the Board's discretion, is allowed to write checks on behalf of the Association and to make deposits on behalf of the Association. Managers must be engaged by written management agreements which will detail duties that have been delegated to the Manager by the Board of Directors of the Association.

## **ARTICLE 9**

### **BOOKS AND RECORDS**

Section 9.1 Association Records.

(a) The Association shall keep as permanent records minutes of all meetings of its members and board of directors, a record of all actions taken by the members or directors

without a meeting, and a record of all actions taken by committees of the board of directors.

(b) The Association shall maintain appropriate accounting records.

(c) The Association or its agent shall maintain a record of its members in a form that permits preparation of a list of the name and address of all members, in alphabetical order by class, showing the number of votes each member is entitled to cast.

(d) The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

(e) The Association shall keep a copy of the following records at its principal office: (i) its Articles or restated Articles of Incorporation and all amendments to them currently in effect; (ii) its Bylaws or restated Bylaws and all amendments to them currently in effect; (iii) resolutions adopted by its board of directors relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members; (iv) the minutes of all meetings of members and records of all actions approved by the members for the past three years; (v) all written communications to members generally within the past three years, including the financial statements furnished for the past three years; (vi) a list of the names and business and home addresses of its current directors and officers; and (vii) its most recent report of each type required to be filed by it with the Secretary of State.

#### Section 9.2 Inspection of Records by Members.

(a) A member is entitled to inspect and copy, at a reasonable time and location specified by the Association, any of the records of the Association listed in Section 9.1(e) above, if the member gives the Association written notice or a written demand at least five business days before the date on which the member wishes to inspect and copy.

(b) A member is entitled to inspect and copy, at a reasonable time and reasonable location specified by the Association, any of the following records of the Association if the member meets the requirements of Section 9.2(c) below and gives the Association written notice at least five business days before the date on which the member wishes to inspect and copy: (i) excerpts from any records required to be maintained under Section 9.1(a) above, to the extent not subject to inspection under Section 9.2(a) above; (ii) accounting records of the corporation; and (iii) subject to Section 9.4 below, the membership list.

(c) A member may inspect and copy the records identified in Section 9.2(b) above only if: (i) the member's demand is made in good faith and for a proper purpose; (ii) the member describes with reasonable particularity the purpose and the records the member desires to inspect; and (iii) the records are directly connected with this purpose.

(d) This Section 9.2 does not affect: (i) the right of a member to inspect a members' list for voting as addressed in Section 33-31-720 of the South Carolina Code, or; (ii) if the member is in litigation with the Association, the right of said member to inspect records of the Association to the same extent as any other litigant.

### Section 9.3 Scope of Inspection Rights.

(a) A member's agent or attorney has the same inspection and copying rights as the member the agent or attorney represents.

(b) The right to copy records under Section 9.2 above includes, if reasonable, the right to receive copies made by photographic, xerographic, or other means.

(c) The Association may impose a reasonable charge, covering the costs of labor and material, for copies of any documents provided to the member. The charge may not exceed the estimated cost of production or reproduction of the records.

(d) The Association may comply with a member's demand to inspect the record of members under Section 9.2(b)(iii) above by providing the member with a list of its members that was compiled no earlier than the date of the member's demand.

Section 9.4 Limitations on Use of Membership List. Without consent of the Board, a membership list or any part of a membership list may not be obtained or used by a person for any purpose unrelated to a member's interest as a member. Without limiting the generality of the foregoing, without the consent of the Board, a membership list or any part of the list may not be: (i) used to solicit money or property unless the money or property will be used solely to solicit the votes of the members in an election to be held by the Association; (ii) used for any commercial purpose; or (iii) sold to or purchased by any person.

## **ARTICLE 10** **ASSESSMENTS AND FINES**

Section 10.1 Assessments. As more fully provided in the Declaration, each Member is obligated to pay Assessments to the Association, as defined in the Declaration. Any Assessments which are not paid when due shall be delinquent. Any Assessment not paid within thirty (30) days after the due date, as set forth in the Declaration, shall be subject to a late fee and shall bear interest from the due date at the rate of fifteen percent (15%) per annum and the Association may bring an action at law or in equity against the Member personally obligated to pay the same or foreclose the lien against the Lot subject to the Assessment in the same manner as prescribed by the laws of the State of South Carolina for the foreclosure of mortgages, and interest, costs, and reasonable attorneys' fees for representation of the Association in such an action or foreclosure shall be added to the amount of such Assessment. The late charges, costs of collection, and reasonable attorneys' fees related to any such action shall be added to the amount of such assessment, all in accordance with the provisions of the Declaration. No Member may

waive or otherwise escape liability for the assessments provided for herein by non-use of the Property (including but not limited to the Common Area(s)) or abandonment of his or her Lot nor shall damage to or destruction of any Improvements on any Lot by fire or other casualty result in any abatement or diminution of the Assessments.

Section 10.2 Fines for Covenant Violations and Infractions of Published Rules and Regulations. The Board of Directors shall have the authority to issue fines for unresolved violations of covenants contained in the Declaration (including any amendment(s) to said Declaration, if applicable) as well as for infractions of any published rules and regulations. If the amount of the applicable fine(s) is not stated explicitly in the Declaration (including any amendment(s) to said Declaration if applicable) or in the published rules and regulations, the amount of said fine(s) shall be at the discretion of the Board of Directors.

#### **ARTICLE 11** **CORPORATE SEAL**

The Association may, but is not required by law, to have a seal in circular form.

#### **ARTICLE 12** **AMENDMENTS**

Section 12.1 These Bylaws may be amended at a regular or special meeting of the Members, by a vote of at least fifty-one percent (51%) of all votes present at a duly held meeting of the Members at which a quorum is present in person or by proxy.

Notwithstanding anything in this Section 12.1 to the contrary, the Class B Members may at their option amend these Bylaws without obtaining the consent or approval of any other person or entity.

Section 12.2 In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

#### **ARTICLE 13** **MISCELLANEOUS**

The fiscal year of the Association shall be the calendar year and shall begin on the first day of January and end on the 31<sup>st</sup> day of December of every year, except that the first fiscal year shall begin on the date of incorporation and end on the 31<sup>st</sup> day of December of the year of incorporation.

#### **ARTICLE 14** **INDEMNIFICATION OF DIRECTORS AND OFFICERS**

To the extent permitted by law, the Association shall indemnify any director or officer or former director or officer of the Association or any person who may have served at the request of

the Association as a director or officer of another corporation, whether for profit or not for profit, against expenses (including attorneys' fees) or liabilities actually and reasonably incurred by him or her in connection with the defense of or as a consequence of any threatened, pending, or completed action, suit, or proceeding (whether civil or criminal) in which he or she is made a party or was (or is threatened to be made) a party by reason of being or having been such director or officer, except in relation to matters as to which he or she shall be adjudged in such action, suit, or proceeding to be liable for gross negligence or willful misconduct in the performance of a duty, or in relation to a proceeding by or for the right of the Association in which a director or officer was adjudged liable to the Association or in relation to a proceeding where a director or officer was adjudged liable on the basis that personal benefit was improperly received by that director or officer.

The indemnification provided herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any statute, bylaw, agreement, vote of members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

The Association may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him or her and incurred by him or her in such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him against such liability.

The Association's indemnity of any person who is or was a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of another corporation, partnership, joint venture, trust, or other enterprise, shall be reduced by any amounts such person may collect as indemnification (i) under any policy of insurance purchased and maintained on his behalf by the Association or (ii) from such other corporation, partnership, joint venture, trust, or other enterprise.

Nothing contained in this Article 14 or elsewhere in these Bylaws shall operate to indemnify any director or officer if such indemnification is for any reason contrary to any applicable state or federal law.

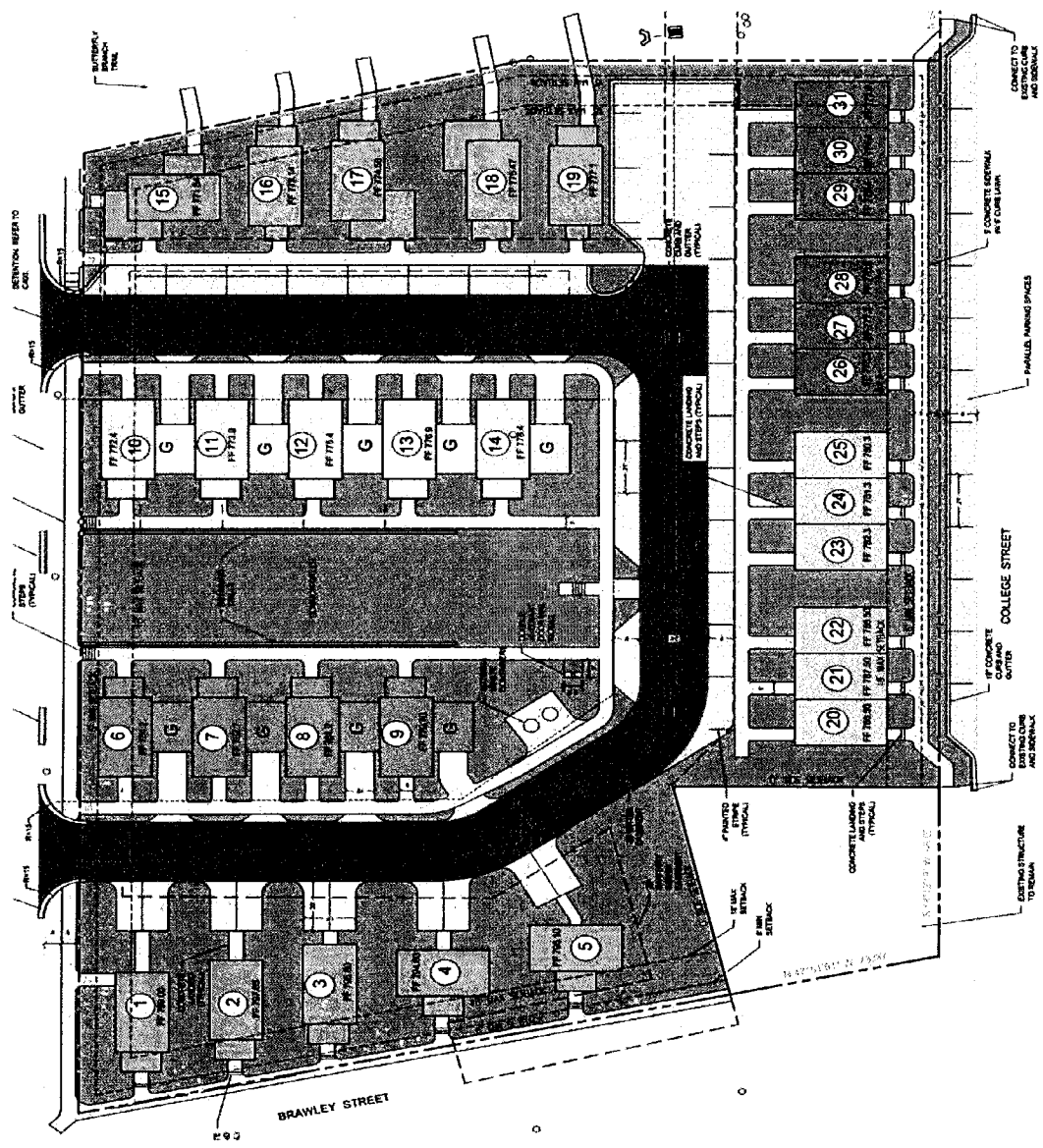
#### **Northside Development Corporation**

By: Michael Williamson  
Title: CEO

EXHIBIT "B"

Master Plan

VILLAGE AT CREEKSIDE  
POCKET NEIGHBORHOOD MASTER PLAN



PROJECT SUMMARY

- 6 TWO STORY BROWNSTONES
- 6 THREE STORY BROWNSTONES
- 4 HILLSIDE A TOWNHOMES
- 5 HILLSIDE B TOWNHOMES
- 10 SINGLE FAMILY HOMES
- MAIL KIOSK

TOTAL: 31 HOMES  
TOTAL: 36 PARKING SPACES ON SITE  
TOTAL: 9 HOMES WITH GARAGES  
TOTAL: 13 PUBLIC PARKING SPACES

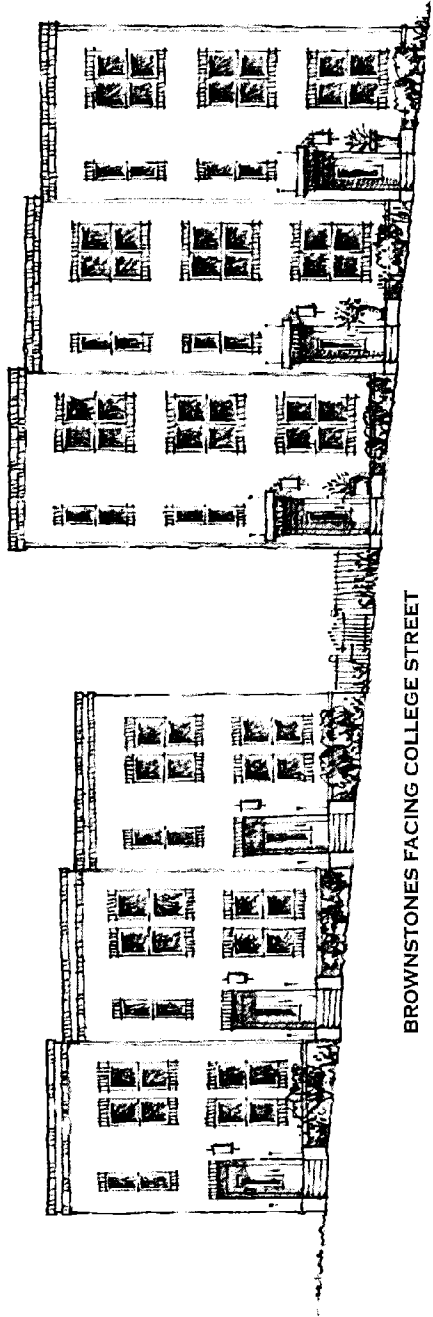
2 SPACES PER SINGLE FAMILY  
2 SPACES PER HILLSIDE TOWNHOME  
1 SPACE PER BROWNSTONE

ALL HOMES FRONT A STREET.  
THE PARK OR THE GREENWAY.

ALLEY ACCESS IS FOR PARKING.



VILLAGE AT CREEKSIDE  
BROWNSTONE & TOWNHOME SUMMARY



BROWNSTONES FACING COLLEGE STREET

**TWO STORY BROWNSTONES:**  
STREET LEVEL: LIVING DINING KITCHEN  
SECOND LEVEL: 2 BEDROOMS 2 BATHS

**THREE STORY BROWNSTONES WITH OFFICE/GRANNY SUITE:**  
STREET LEVEL: OFFICE OR GRANNY SUITE  
TWO ROOMS BATHROOM WET BAR  
SECOND LEVEL: LIVING DINING KITCHEN  
THIRD LEVEL: 2 BEDROOMS 2 BATHS

**THREE STORY BROWNSTONES SINGLE FAMILY 3 BEDROOMS:**  
STREET LEVEL: LIVING DINING KITCHEN  
SECOND LEVEL: 1 BEDROOM 1.5 BATHS DEN  
THIRD LEVEL: 2 BEDROOMS 2 BATHS

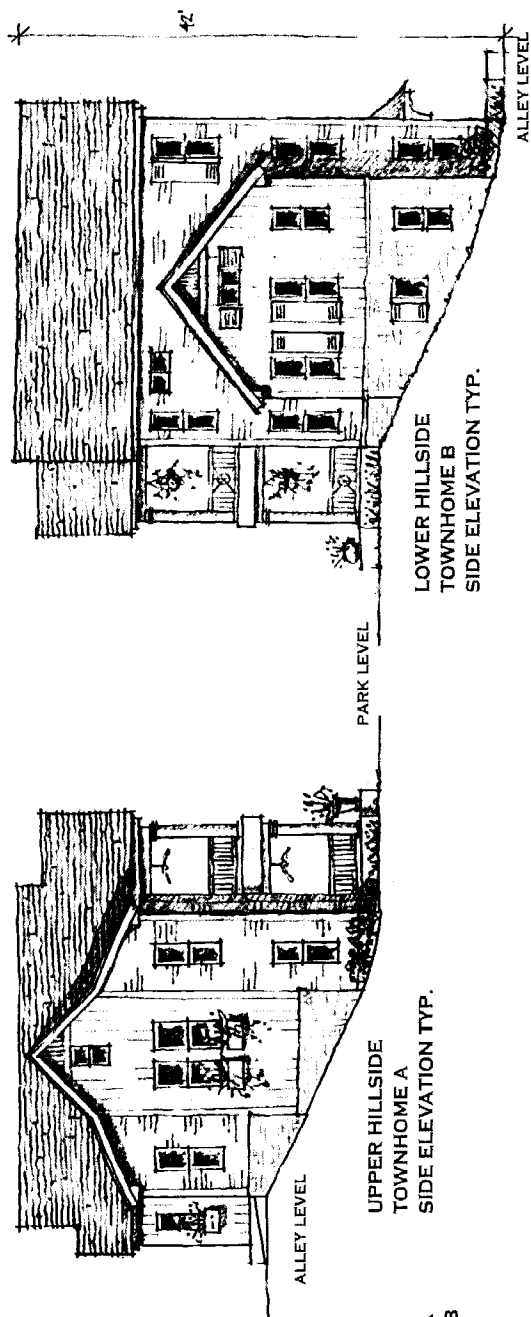
**6 THREE STORY BROWNSTONES**  
**6 TWO STORY BROWNSTONES**

**HILLSIDE TOWNHOMES**

**UPPER HILLSIDE TOWNHOME A:**  
PARK LEVEL: LIVING DINING KITCHEN  
ALLEY LEVEL: 2 BEDROOMS 2 BATHS AND GARAGE

**LOWER HILLSIDE TOWNHOME B:**  
PARK LEVEL: LIVING DINING KITCHEN  
POWDER ROOM BEDROOM AND BATH  
UPPER LEVEL: 2 BEDROOMS 1 BATH  
ALLEY LEVEL: GARAGE  
HOME OFFICE OR GRANNY SUITE WITH WET BAR AND BATH

**4 UPPER HILLSIDE TOWNHOMES A**  
**5 LOWER HILLSIDE TOWNHOMES B**



UPPER HILLSIDE TOWNHOME A  
SIDE ELEVATION TYP.

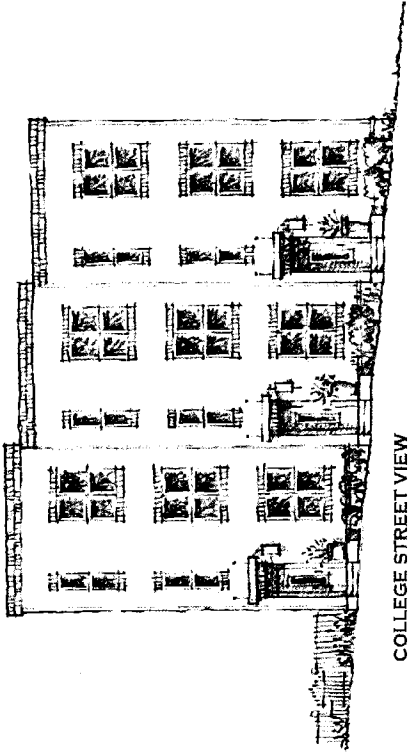
LOWER HILLSIDE TOWNHOME B  
SIDE ELEVATION TYP.

ALLEY LEVEL

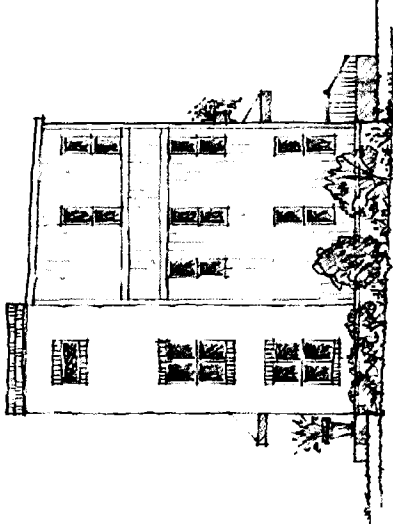
PARK LEVEL

ALLEY LEVEL

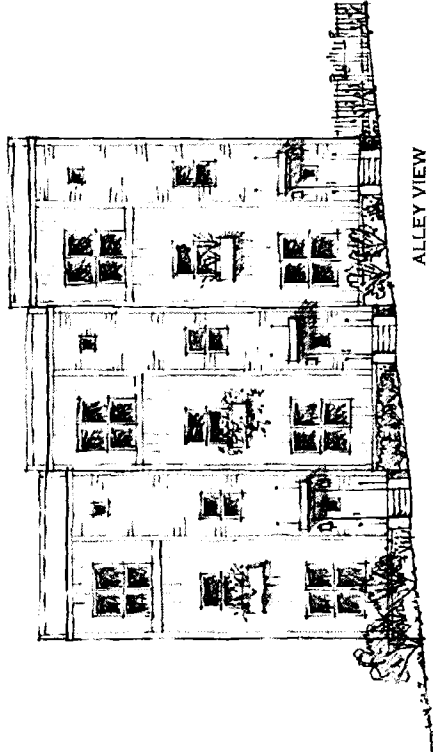
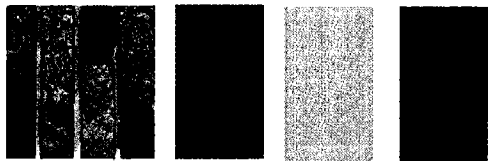
VILLAGE AT CREEKSIDE  
ALL BROWNSTONES (TYPICAL) MATERIALS AND COLORS



COLLEGE STREET VIEW



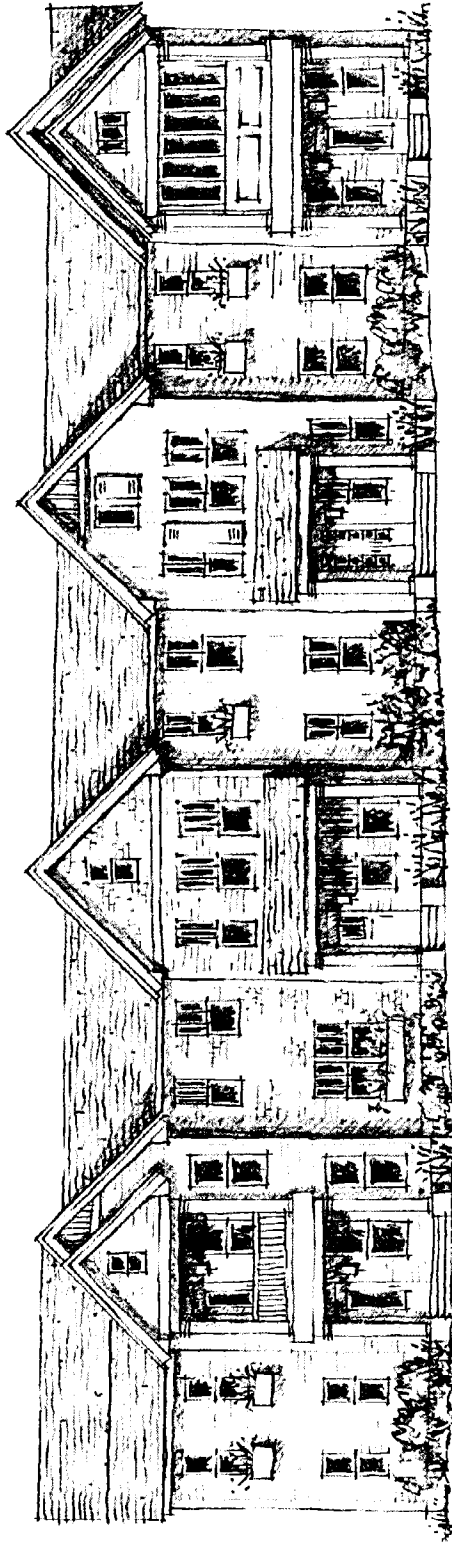
SIDE VIEW



ALLEY VIEW

- COLLEGE STREET VIEW  
A. BRICK FACADE: CHARLESTON #1100 MODULAR BRICK BY ADAMS PRODUCTS  
B. DOORS: BLACK FOX SW 7020  
ALUMINUM AWNINGS: DARK BRONZE
- SIDE VIEW (TYPICAL)  
BRICK FACADE: CHARLESTON #1100 MODULAR BRICK BY ADAMS PRODUCTS  
C. SIDING FACADE: BOARD & BATTEN MINDFUL SW 7016
- ALLEY VIEW  
BRICK FACADE: CHARLESTON #1100 MODULAR BRICK BY ADAMS PRODUCTS  
C. SIDING FACADE: HORIZONTAL AND BOARD & BATTEN MINDFUL GRAY SW 7016  
D. DOORS AND WINDOW BOXES: GAUNTLET GRAY SW 7019  
ALUMINUM AWNINGS: DARK BRONZE

VILLAGE AT CREEKSIDE  
HILLSIDE TOWNHOMES (TYPICAL) MATERIALS AND COLORS



A: HORIZONTAL SIDING (HARDIE OR SIM.)  
SIDING: DOVETAIL SW 7018  
DOORS/SHUTTERS/WINDOW BOXES:  
SW 6478



B: CEDAR SHAKE SIDING (HARDIE OR SIM.)  
SIDING: MINDFUL GRAY SW 7016  
DOORS/SHUTTERS/WINDOW BOXES:  
SW 6529



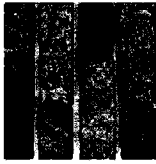
C: BOARD & BATTEN SIDING  
SIDING: GAUNTLET GREY SW 7019  
DOORS/SHUTTERS/WINDOW BOXES:  
SW 6192



D: HORIZONTAL SIDING (HARDIE OR SIMILAR)  
SIDING: DORIAN GRAY SW 7017  
DOORS/SHUTTERS/WINDOW BOXES:  
SW 6530



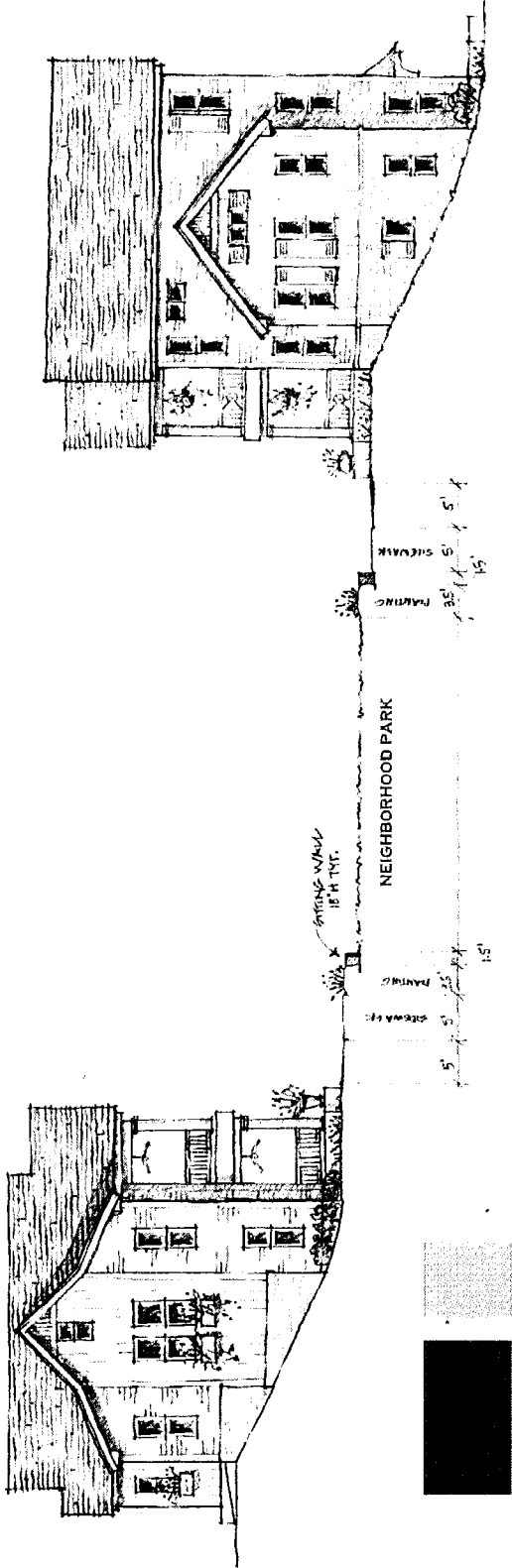
COLUMNS AND TRIM  
SW 6252



BRICK FOUNDATION WALLS:  
CHARLESTON #1100  
MODULAR BRICK BY ADAMS PRODUCTS

ROOF SHINGLES ON ALL TOWNHOMES:  
OWENS CORNING ARCHITECTURAL  
LIMITED LIFETIME WARRANTY OAKRIDGE  
COLOR: ESTATE GRAY

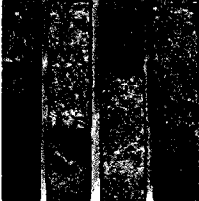
VILLAGE AT CREEKSIDE  
HILLSIDE TOWNHOMES SIDE VIEWS (TYPICAL) MATERIALS AND COLORS



A: HORIZONTAL SIDING  
AND BOARD & BATTEN  
(HARDIE OR SIMILAR)  
SIDING: DOVETAIL SW 7018  
DOORS / SHUTTERS / WINDOW BOXES:  
SW 6478



BRICK FOUNDATION WALLS:  
CHARLESTON #1100  
MODULAR BRICK BY ADAMS PRODUCTS



ROOF SHINGLES ON ALL TOWNHOMES: OWENS CORNING ARCHITECTURAL  
LIMITED LIFETIME WARRANTY OAKRIDGE COLOR: ESTATE GRAY

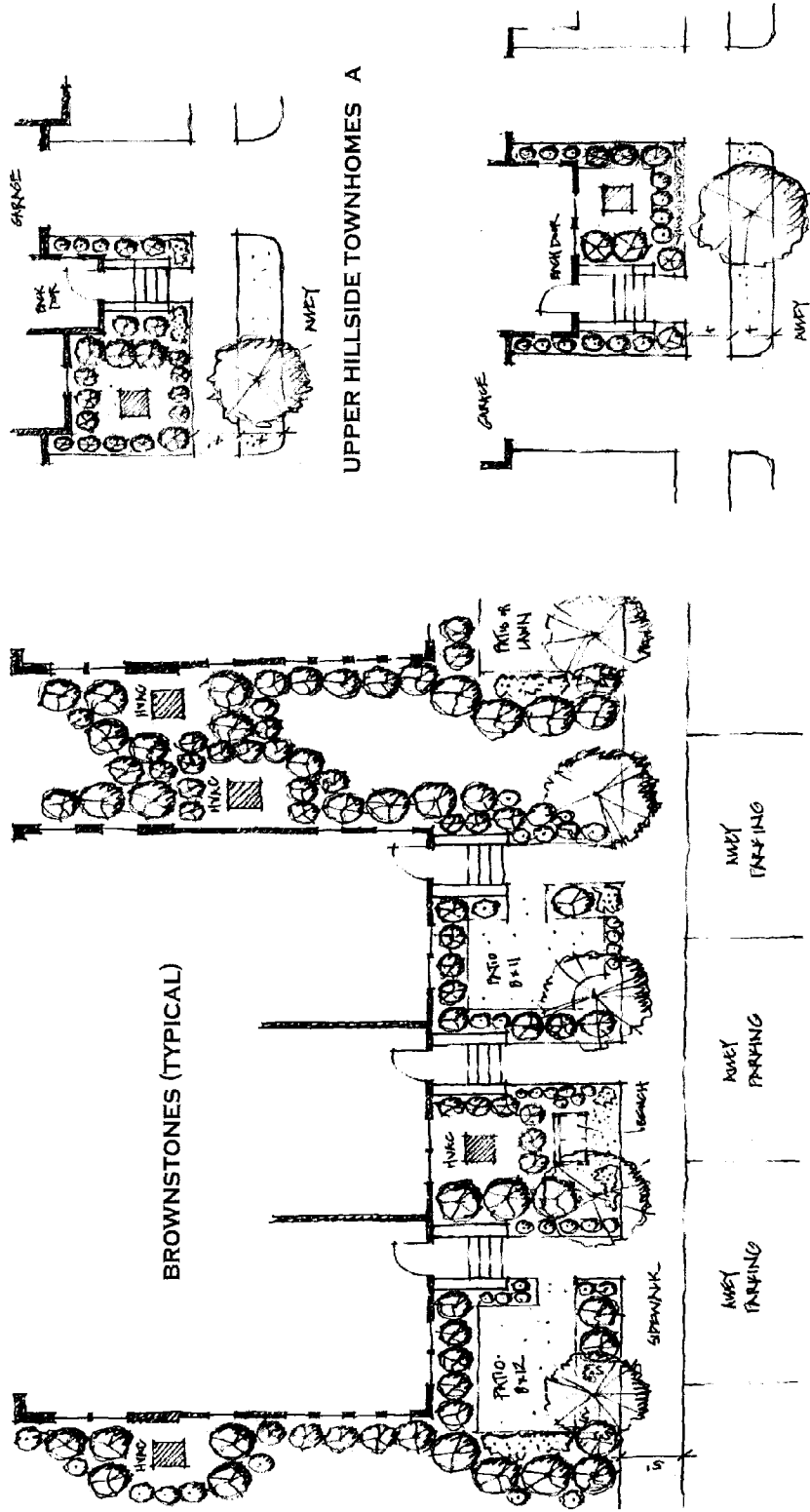


COLUMNS AND TRIM  
SW 6252

E: HORIZONTAL SIDING  
AND BOARD & BATTEN  
(HARDIE OR SIMILAR)  
SIDING: REPOSE GRAY SW 7015  
DOORS / SHUTTERS / WINDOW BOXES:  
SW 6193



VILLAGE AT CREEKSIDE  
TYPICAL LOCATIONS OF HVAC EQUIPMENT



OVERSTREET STUDIO & GREENARCH DESIGN GROUP 4.27.2020

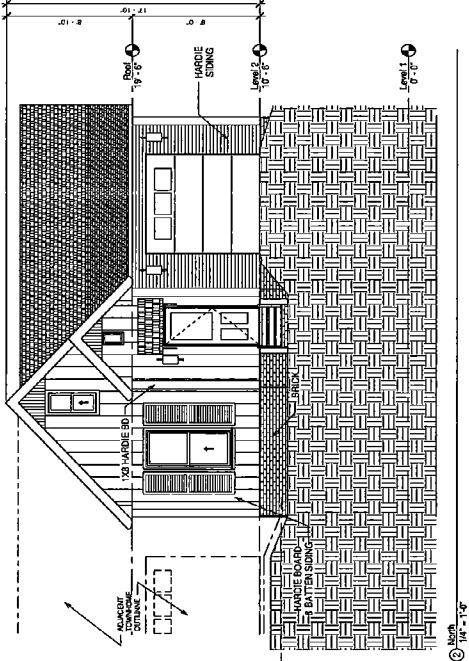
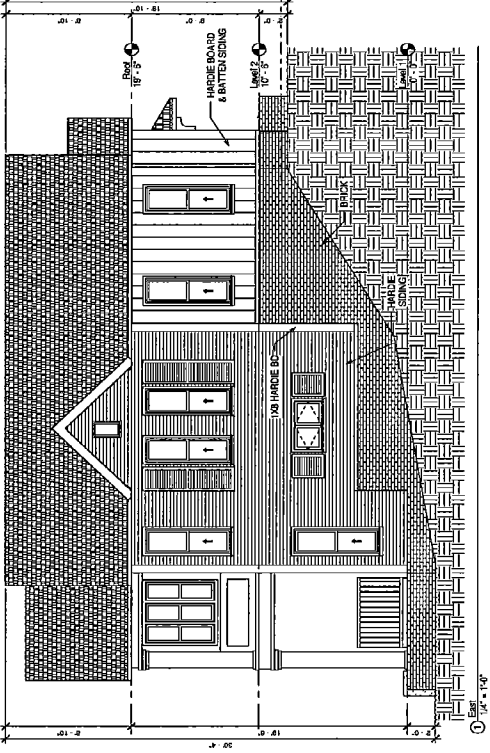
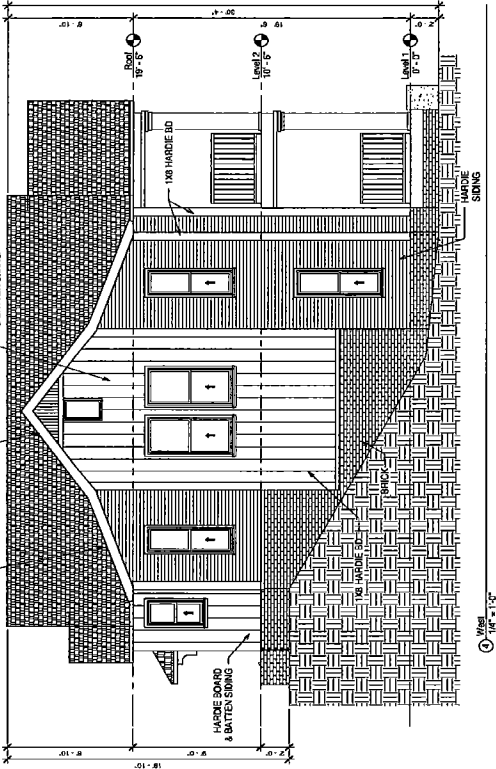
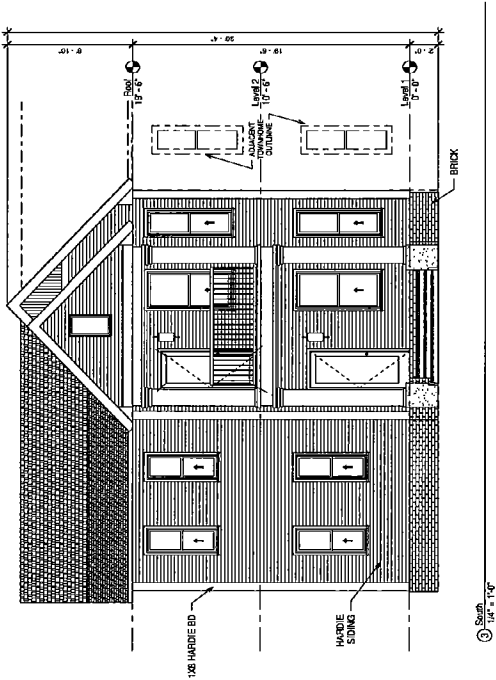








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ELEVATIONS

VILLAGE AT CREEKSIDE  
2 STORY TOWNHOUSE A  
SPARTANBURG, SC

ISSUE DATE  
A201  
1/4" = 1'-0"



ISSUE FOR CONSTRUCTION

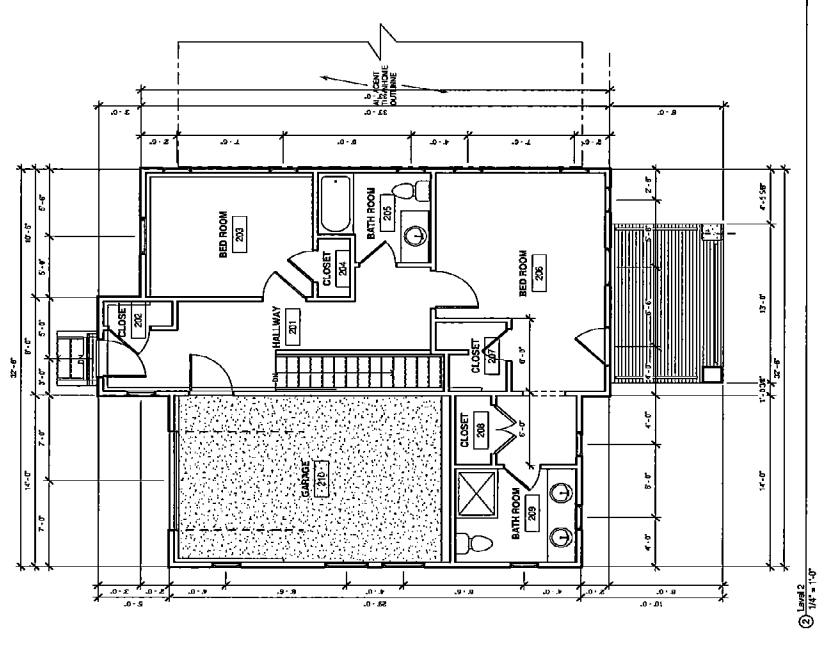
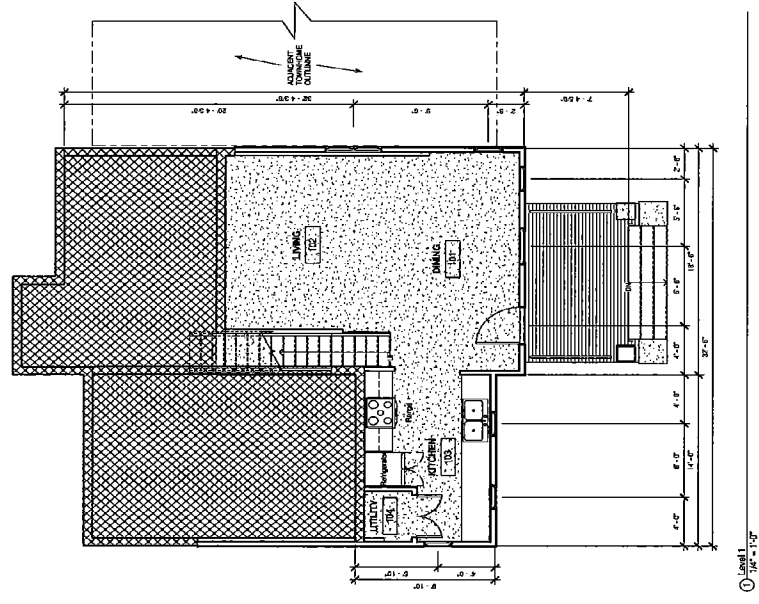
VILLAGE AT CREEKSIDE  
2 STORY TOWNHOUSE A  
SPARTANBURG, SC

FLOOR PLANS

Issue Date

A101

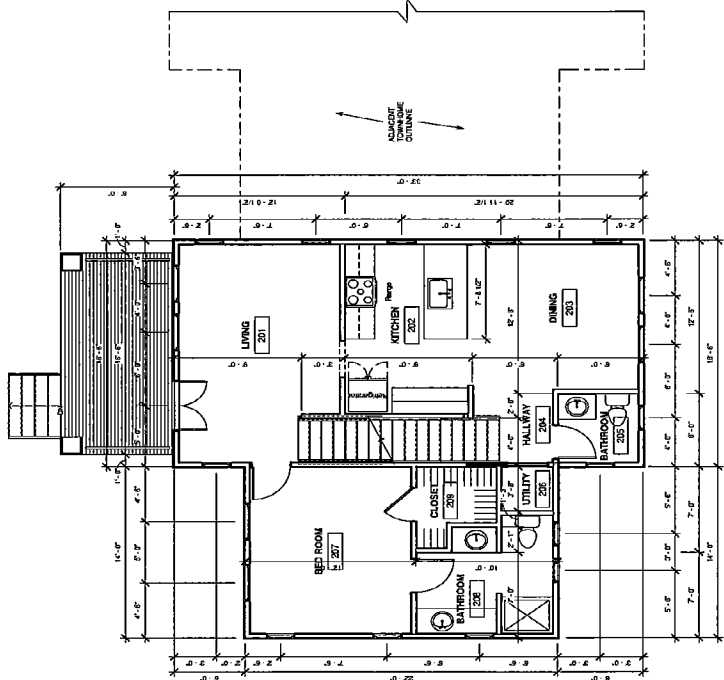
1/4" = 1'-0"



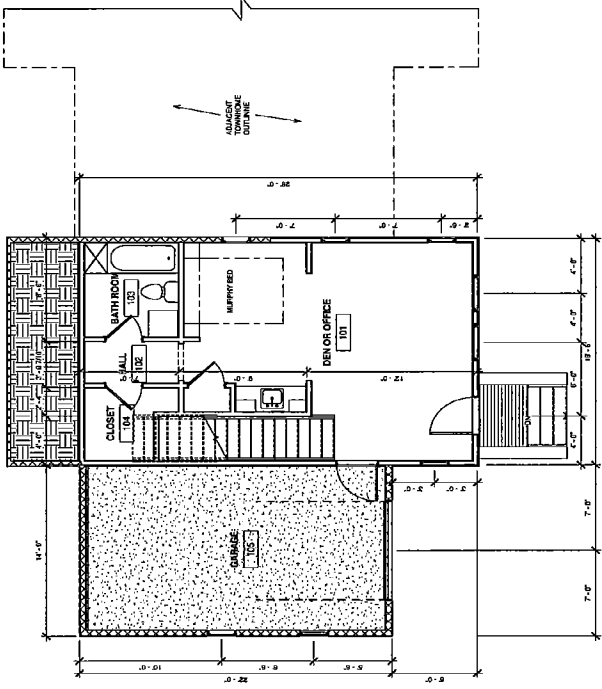
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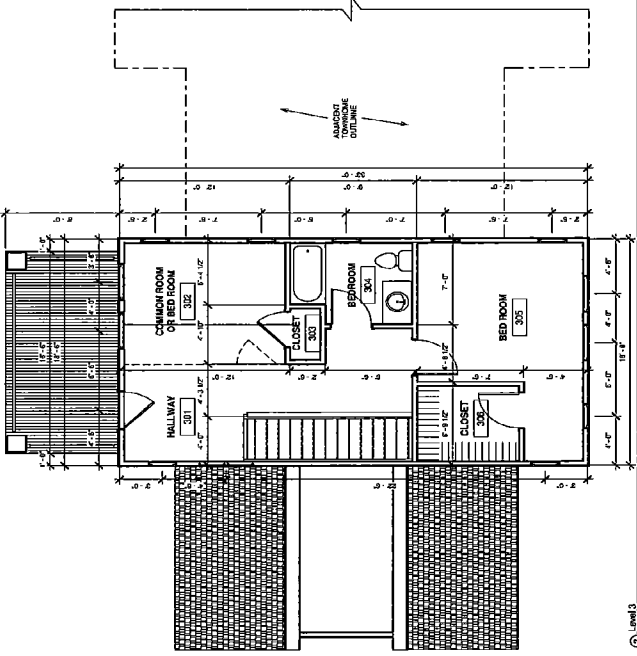
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Level 2  
1/4" = 1'-0"



Level 1  
1/4" = 1'-0"



Level 3  
1/4" = 1'-0"



overstreet  
studio  
home+neighborhood+place

ISSUE FOR CONSTRUCTION

VILLAGE AT CREEKSIDE B  
3 STORY TOWNHOUSE B  
SPARTANBURG, SC

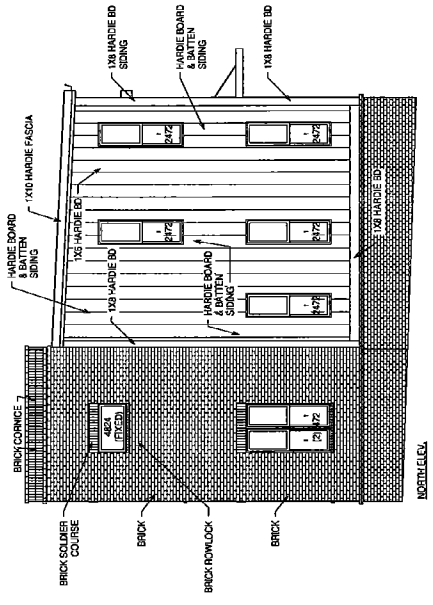
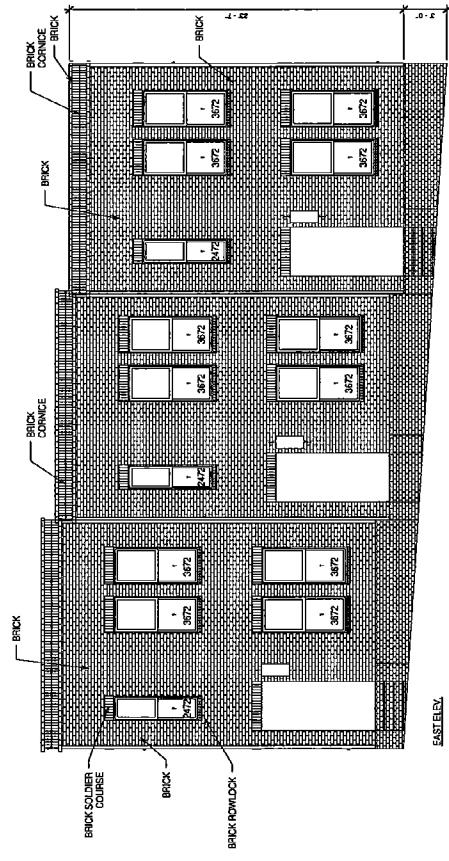
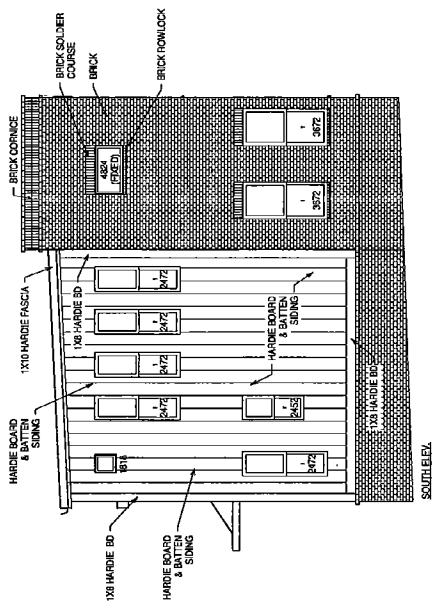
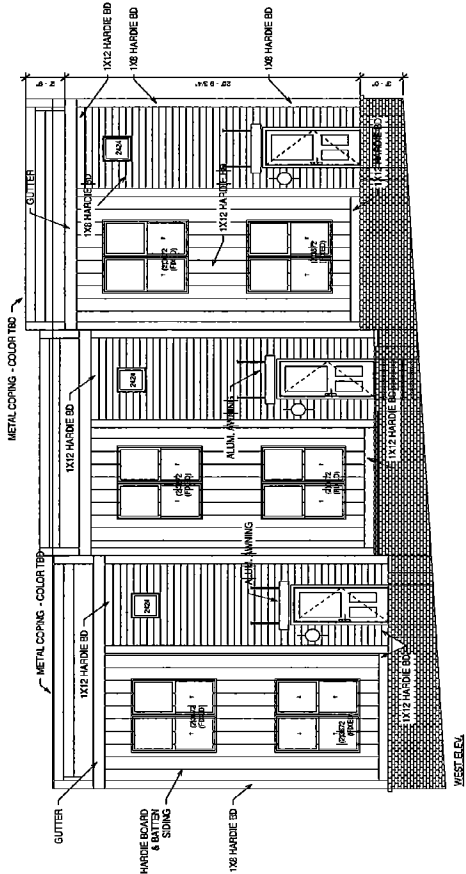
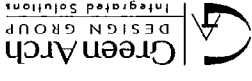
FLOOR PLANS

Issue Date

A101

1/4" = 1'-0"

4/9/2020 10:29:09 PM



VILLAGE AT CREEKSTONE  
2 STORY BROWNSTONE  
SPRINGFIELD, MO

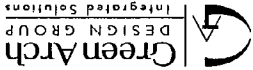
ELEVATIONS

Issue Date

A201

1/4" = 1'-0"

ELEVATIONS  
1/4" = 1'-0"



overstreet  
studio  
Name-neighborhood-village

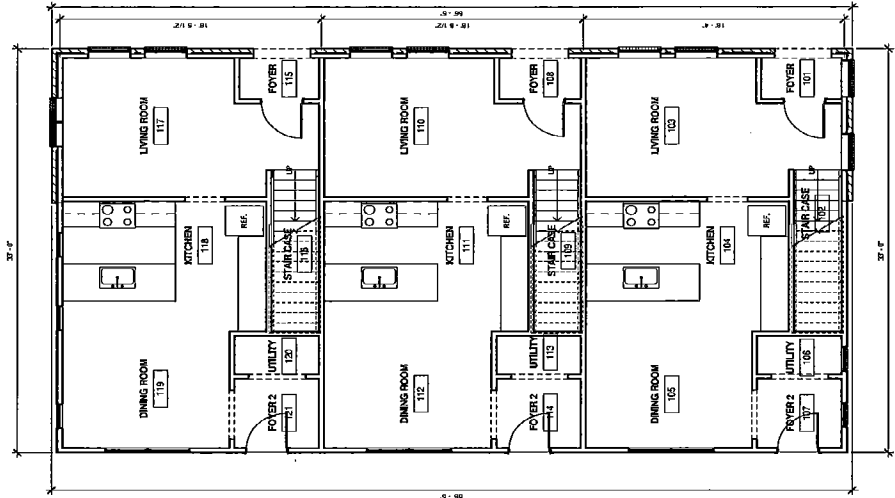
VILLAGE AT GREEKSTONE  
2 STORY BROWNSTONE  
SPARTANBURG, SC

FLOOR PLANS

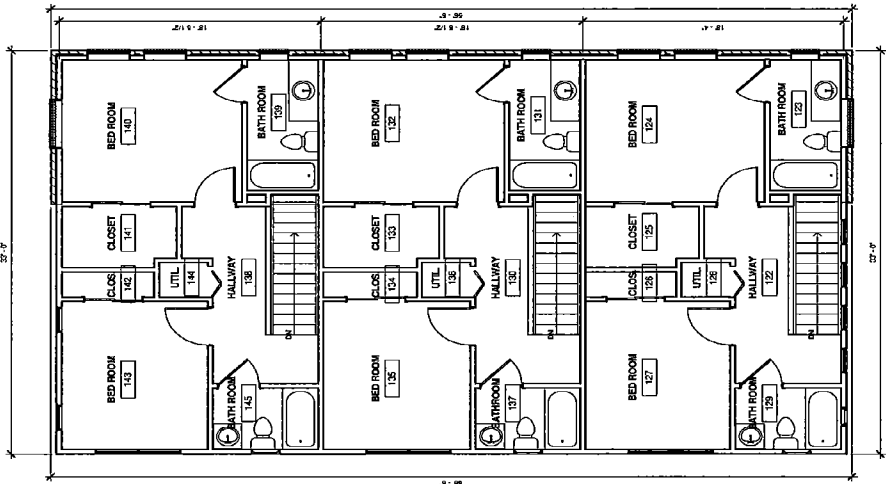
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A101

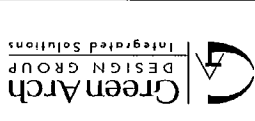
1/4" = 1'-0"



② FIRST FLOOR PLAN  
1/4" = 1'-0"



① SECOND FLOOR PLAN  
1/4" = 1'-0"



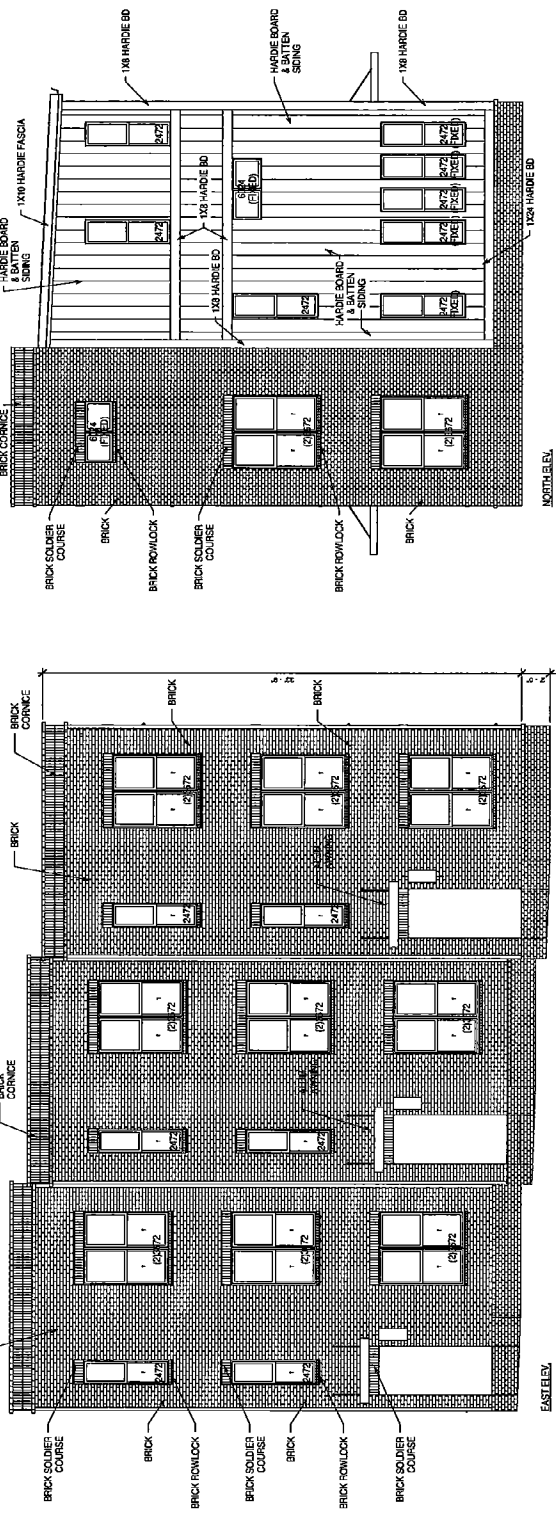
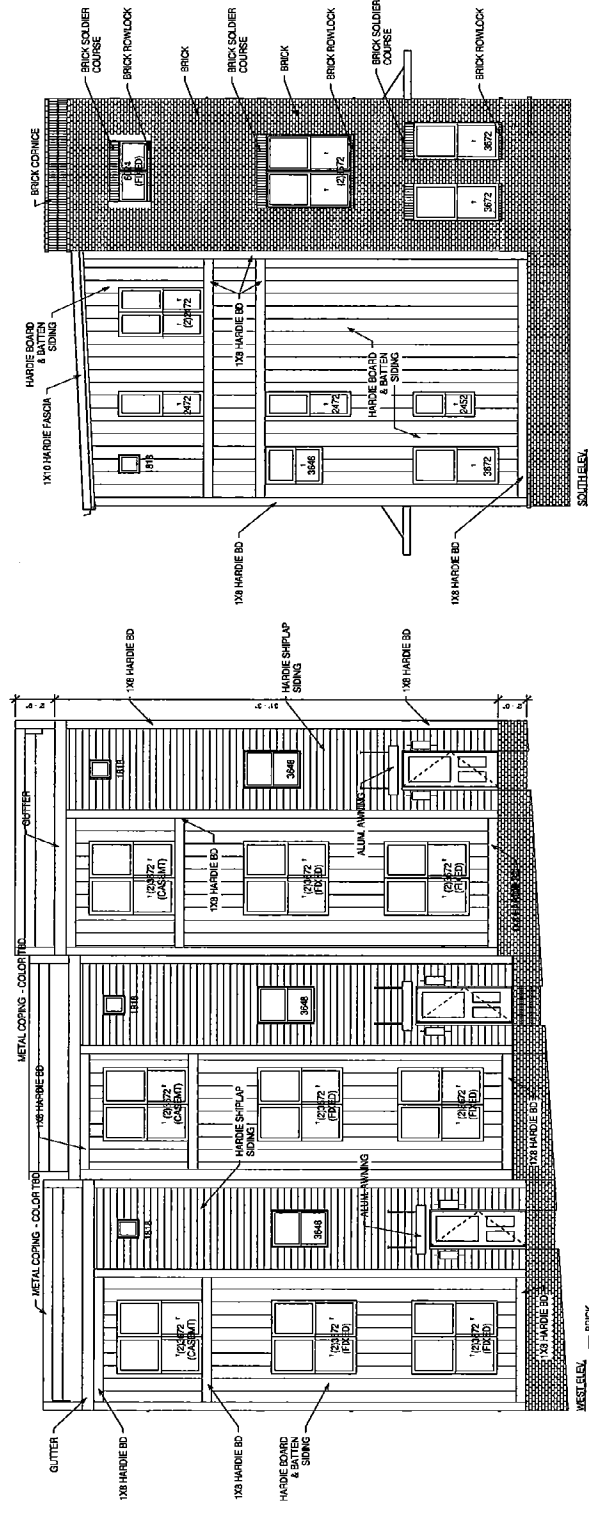
VILLAGE AT CREEKSTONE  
3 STORY BROWNSTONE  
SPARTANBURG, SC

ELEVATIONS

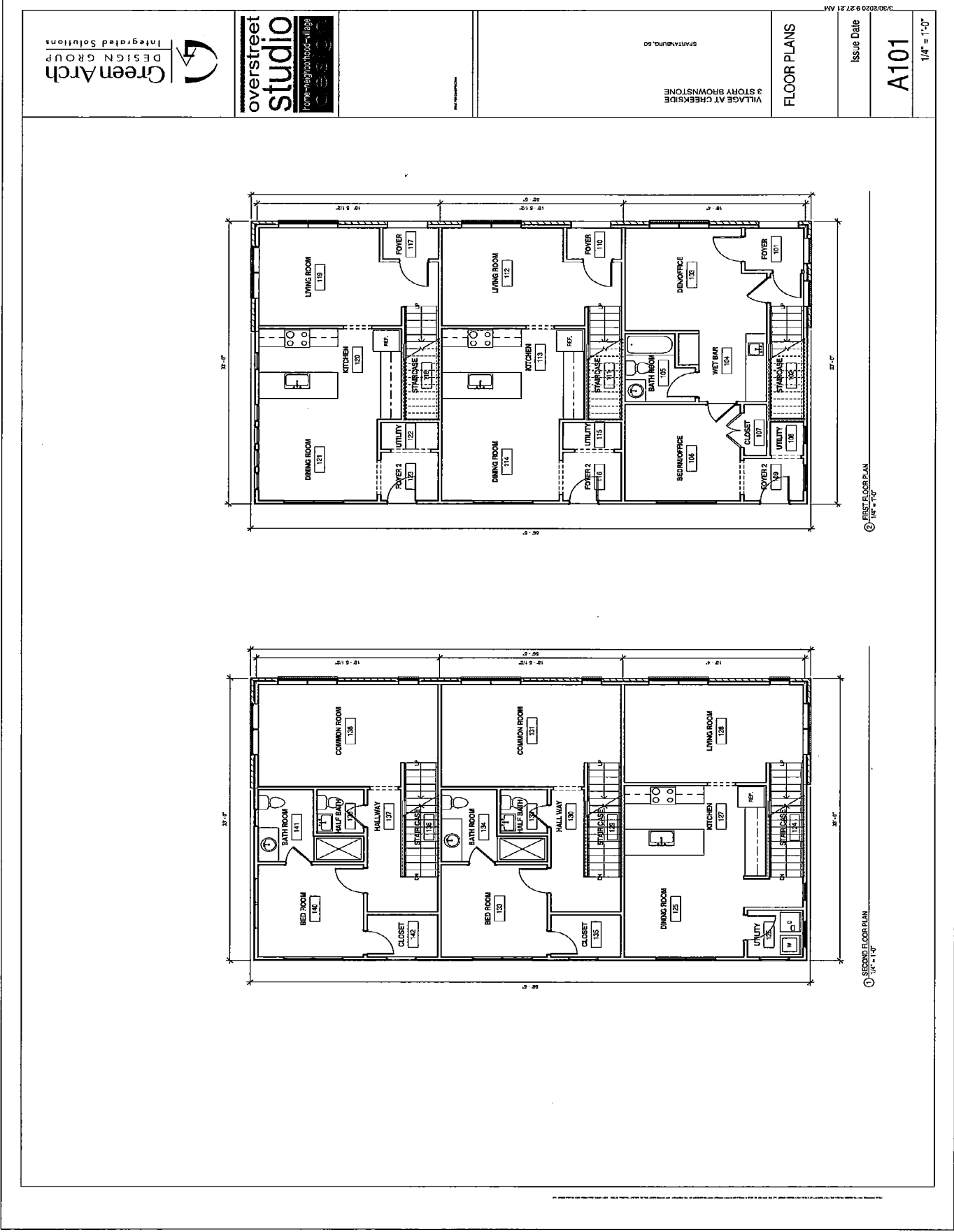
Issue Date

A201

1/4" = 1'-0"



1/4" = 1'-0"





① THIRD FLOOR PLAN  
1/4" = 1'-0"