

DEE094 --VPG 464

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR LOT NOS. 79- 102
DUNNSMORE SECTION 1

WITNESSETH:

WHEREAS, A. Manning Lynch, Jr., Manning Lynch, Inc., F. Parker Champion, Parker Champion Construction, Inc. and Parkman Avenue, LLC, (hereinafter, together with its successors and assigns acting as developer of the real property hereinafter described or any portion thereof, called the "Declarant") is the owner of certain real property (the "Property") described as follows:

All that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Spartanburg, being shown and designated as Lot Nos. 79 -102, as shown on a plat entitled Dunnsmore, Section No. 1, prepared by John Robert Jennings, P.L.S. dated February 5, 2009, prepared for Parkman Avenue, LLC, and recorded in Plat Book 164, Page 160, RMC Office for Spartanburg County, S.C. For a more complete and particular description, reference is hereby made to the above referred to plat and record thereof.

WHEREAS, Declarant has subdivided and developed the Property into a residential planned unit development known as and herein called, as it may exist from time to time, "Dunnsmore, Section No. 1" consisting of residential lots (the "Lots"), and construct or have constructed thereon single family residences to sell to individual third party purchasers (herein called "Owners") for residential housing, and develop or have developed or dedicated public streets and roads ("streets and roads"), and other portions for the common use, benefit, and recreation of the Owners (such other portions together with improvements thereto (if any) being hereinafter referred to as "Common Areas") and

WHEREAS, all of the Lots will be used for single family attached or detached residences, and shall be numbered and shown on one or more subsequently recorded Plats.

WHEREAS, Declarant deems it necessary and desirable to place these certain covenants, conditions and restrictions upon the Property and each and every one of the Lots and Common Areas to run with the Property and each and every one of the Lots and Common Areas to insure the orderly development of Dunnsmore, Section No. 1 as a whole and its use for the benefit of Declarant and the benefit of the Owners.

KNOW ALL PEOPLE BY THESE PRESENTS that the Declarant does hereby declare that the Property, including each and every Lot, and each and every Common Area is hereby restricted as follows, all of which restrictions and limitations are intended to be and shall be taken as conditions, restrictions, covenants and limitations to run with the land and shall be for the benefit of the Declarant and each and every Owner.

SEE ATTACHED EXHIBIT "A"

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Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register



EXHIBIT "A"

The within described property is hereby conveyed subject to the following restrictions which are imposed by A. Manning Lynch, Jr., Manning Lynch, Inc., F. Parker Champion, Parker Champion Construction, Inc., and Parkman Avenue, LLC (hereinafter collectively referred to as "Developer").

1. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date hereof, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by written agreement of two-thirds of the then owners it is agreed to change said covenants in whole or in part.
2. RESIDENTIAL PURPOSE: The property shall be used only for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two (2) stories in height and a private garage.
3. SUBDIVISION OF LOTS: Developer or any subsequent owner of a lot, may sell and convey a portion of any lot to the owner of an adjoining lot, provided that any such sale of a portion of a lot does not result in the creation of another lot or a greater number of lots than that shown on said plat and does not violate any other provisions hereof. In any such sale of a portion of a lot, the portion shall merge into and become part of the adjoining lot, and the terms and conditions herein shall apply to the lot and portion of a lot as though they were originally platted as one lot.
4. BUILDING SETBACK LINES: No building or portion of a building, including stoops, verandas, steps and porches shall be located on a lot nearer the front property line or nearer the side street property line of the lot than the setback line(s) shown for such lot on the plat referred to in the deed to such lot from Developer. Nonetheless, Developer reserves the right and privilege, upon showing of special, unique or unusual circumstances to give a waiver to any setback restrictions on a lot, but such waiver must be given in writing to be valid. Developer reserves the right to deny a waiver for any reason deemed appropriate in its sole discretion.
5. NUISANCES AND OFFENSIVE ACTIVITIES: No nuisance or other noxious, offensive, unsightly or unsanitary activity or condition shall be conducted or allowed to exist on any lot or the adjoining streets.
6. TEMPORARY DWELLING: No trailer, tent, shack, barn or other outbuilding erected on any tract at any time may be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
7. APPROVAL OF BUILDING PLANS-- SPECIAL CONDITIONS: No building or structure, of any kind, including permitted outbuildings, may be placed or altered on any lot until the building plans, elevations, location, specifications have been approved in writing by Developer or its nominee. If such shall not be approved or disapproved within two (2) weeks after being submitted, then such approval shall not be required, provided, however, the design and location of the proposed construction shall conform to the specific building requirements stated herein and otherwise be in harmony with the existing structures in the subdivision. Disapproval of plans, elevations, location or specifications may be based purely on aesthetic reasons in the sole discretion of the Developer or its nominee.
8. CONSTRUCTION: No dwelling shall be erected on any lot having less than 1000 square feet of heated floor space. Except for foundations, concrete blocks shall not be used in the construction of any house, unless the exterior walls are faced with brick or covered with some other material approved by Developer.
9. FILLED LOT: Some lots in this subdivision may have been filled by the Developer or its predecessors in title. No representation is made by the Developer as to the condition and quality of the soil on any lot. All prospective purchasers of lots shall be presumed to have examined and inspected a lot in detail prior to closing, and to have determined the location and extent of any fill upon said lot. No building shall be erected on any lot until the owner or the owner's contractor shall have definitely determined firm footings. The building line upon the plat is not a representation that any determination has been made as to the suitability of building. All grantees of lots shall be

presumed to have read these restrictive covenants.

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10. SIGNS: No signboard shall be displayed on any lot in the subdivision except "For Sale" or "For Rent", such sign shall not be more than two feet by three feet (2'X3') in size except the DEVELOPER shall have the right to use additional signs for the development of property.

11. SEWAGE DISPOSAL: All sewage disposal shall be public main or sewerage lines approved by the State or County Board of Health.

12. FENCES: No fencing shall be erected on any lot from the front corner of the residence erected thereon to the front of that lot. Wire, metal, PVC or wooden fencing shall be permitted on any lot from the rear corner of the residence constructed thereon to the rear of the lot; provided, that no such fence shall exceed six (6) feet in height. No fence post shall be erected upon any lot until it shall be first determined by the owner thereof that the same shall not interfere, damage or obstruct the installation of any utility. No fence shall be constructed without prior written approval of the developers.

13. ANIMALS: No domestic fowls, cows, hogs or mules shall be kept upon any lot. The provisions of this item shall not be held in any way to limit the provisions of Item 5 of these restrictions. No animals other than those usually considered to be household pets shall be kept or maintained on any tract, and such pets shall be kept reasonably confined so as not to become a nuisance. No animals may be raised, bred or sold for commercial purposes, and no kennels shall be maintained on any tract.

14. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or each material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Developer reserves the right to create and impose additional easements or rights of way over any unsold lot or lots for street, drainage and utility installation purposes by the recording of appropriate instruments and such shall not be construed to invalidate any of these covenants.

15. VEHICLES: All vehicles must park on driveways or in garages. No vehicles shall park overnight in the roadway.

16. COVENANT OF GOOD APPEARANCE AND REPAIR: Each lot owner shall maintain his lot and the exterior of all improvements in good appearance and repair in order to assure that no condition exists which would diminish the good appearance of the property. Every owner of a vacant or unimproved lot shall keep such lot free of debris and unsightly underbrush, weeds or other unsightly vegetation.

17. FUEL TANKS: All fuel tanks or containers shall be buried underground, or enclosed in a structure, in a manner consistent with normal safety precautions and in accordance with the rules and regulations of appropriate governing bodies or agencies or the South Carolina Department of Health and Environmental Control, whichever the case may be. Any structure to be constructed for this purpose must be of acceptable appearance and approved by the Developer in accordance with its building approval procedure as above set forth.

18. UNUSED VEHICLES: No motor vehicles shall be permitted to stand in open view upon any lot in the subdivision which does not have current license plates and is capable of being licensed.

19. HOUSE TRAILERS: No house trailer shall be placed on any lot either temporarily or permanently.

20. TELEVISION ANTENNA AND SATELLITE DISHES: A standard roof-mounted or chimney television antenna is permissible, but no other type of antenna, satellite dish or similar device for the transmission or reception of signals of any kind shall be erected or allowed to remain on any lot. If available, the new Direct Broadcasting Satellite (DBS) television system or equivalent technology or system will be allowed, as long as the satellite receiving dish or apparatus does not exceed eight (8") inches in diameter and is affixed to the rear of the roof or any eave of the dwelling.

21. MAINTENANCE OF STREET RIGHT-OF-WAY: The owner of a lot shall be responsible for the planting and maintaining of the area from the property line to the edge of the pavement or curb of the street or streets upon which said lot abuts.

22. ENFORCEMENT: If any of the parties hereto, or their heirs, assigns or successors, shall violate or attempt to violate any of the covenants, restrictions and conditions set forth herein, it shall be lawful for any person or persons owning real property situated in the said development to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenant, restriction, or condition and either prevent him or them from so doing or to recover damages or other costs, expenses or attorneys fees for such violation. Any person or persons acquiring, whether by purchase, gift or otherwise, any lot to which these covenants, restrictions and conditions apply, shall be deemed to have assented to the terms hereof, including the payment of reasonable attorneys' fees incurred by any proper person in any proceeding to enforce compliance with these said conditions, covenants or restrictions.

23. PROPERTY OWNERS ASSOCIATION : Each owner by acceptance of a deed, shall be deemed to covenant and agree to pay to the Developer an annual fee not to exceed \$150 for their lots portion of the operation of street lights and maintenance of common areas. This shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost is the obligation of the person who was the owner of such property at the time when the assessment fell due. This assessment shall be subordinate to any lien creditor on the property. Developer may at its discretion, on or before the last deed is conveyed from Developer to new owner, relinquish all or part of its authority to the Dunsmore Property Owner's Association.

24. DEVELOPER'S RIGHTS: Developer reserves the right to change, amend, or release any of the foregoing restrictions as the same may apply to a particular lot without the necessity of requiring the consent or approval of any other property owner within the subdivision or any other interested parties.

25. SEVERABILITY: If any one or more of these covenants, restrictions, or conditions shall be held void or unenforceable by judgment or court order, such judgment or court order shall in no way affect any of the other remaining provisions which shall remain in full force and of effect, they being expressly acknowledged and agreed to be obligations severable and independent in nature.

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IN WITNESS WHEREOF, the undersigned have set their hands and seals this 23 day of October, 2009.

Witnesses

Witness
✓ [Signature]
[Signature]
✓ [Signature]
[Signature]
✓ [Signature]
[Signature]
✓ [Signature]
[Signature]
✓ [Signature]
[Signature]

Manning Lynch, Inc.

By: [Signature]
Manning Lynch, Inc.

Parker Champion Construction, Inc.

By: [Signature]
Parker Champion Construction, Inc.

Parkman Avenue, LLC

By: [Signature]
Parkman Avenue, LLC
By: [Signature]
Manning Lynch member
By: [Signature]
A. Manning Lynch, Jr.

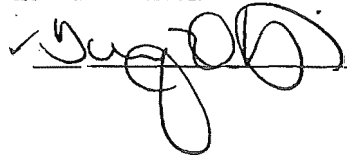
F. Parker Champion

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State of South Carolina)
)
County of Spartanburg)

PROBATE

Personally appeared before me, the undersigned witness and made oath that (s)he saw the within A. Manning Lynch, Jr., Manning Lynch, Inc. by A. Manning Lynch, F. Parker Champion, Parker Champion Construction, Inc. by F. Parker Champion and Parkman Avenue, LLC, by A. Manning Lynch, Jr. and F. Parker Champion sign, seal and as its / their act and deed deliver the within written Declaration of Covenants, Conditions and Restrictions that (s)be with the other witness subscribed above witnessed the execution thereof.



SWORN to before me
this 23 day of October, 2009

 (SEAL)
Notary Public for SC

My commission expires: 6-10-2012

STATE OF SOUTH CAROLINA) AMENDMENT TO DECLARATION OF
) COVENANTS, CONDITIONS AND
 COUNTY OF SPARTANBURG) RESTRICTIONS FOR DUNNSMORE

WHEREAS, A. MANNING LYNCH, JR., MANNING LYNCH INC., F. PARKER CHAMPION, PARKER CHAMPION CONSTRUCTION, INC., AND PARKMAN AVENUE, LLC (collectively, the "*Developer*"), executed and recorded the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LOT NOS. 79-102 DUNNSMORE SECTION I dated October 23, 2009 and recorded October 26, 2009 in the Office of the Register of Deeds for Spartanburg County in ~~Deed Book 94-V at Page 464~~ (as amended and supplemented, the "*Declaration*"), thereby encumbering the property known as Dunnsmore subdivision, being more particularly described in the Declaration (the "*Property*" or the "*Community*"); and

WHEREAS, the Lots as currently described in the Declaration, are shown and designated as Lot Nos. 79-102 (the "Existing Lots") on a plat entitled in part "Dunnsmore Section No. 1" prepared by John Robert Jennings, P.L.S., dated February 5, 2009 and recorded in the Office of the Register of Deeds for Spartanburg County, SC, in Plat Book 164, Page 160 ("First Plat"); and

WHEREAS, Developer holds title to the lots shown and designated as Lot Nos. 57-71 (the "*Additional Lots*") on a plat entitled in part "Dunnsmore Section No. 2" prepared by John Robert Jennings, P.L.S., dated November 18, 2012 and recorded in the Office of the Register of Deeds for Spartanburg County, SC, in Plat Book 167 Page 205 ("*Second Plat*"); and

WHEREAS, pursuant to Section 24 of the Declaration, the Developer may unilaterally amend the Declaration; and,

WHEREAS, the Developer desires to amend the Declaration and to subject the Additional Lots to the provisions of the Declaration.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Developer hereby declares that the Declaration is hereby amended as follows, and further that the Property described in this Amendment shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth which shall run with the title to the Property and all Lots therein and which shall be binding on all parties possessing any right, title or interest in the herein-described properties or any portion thereof, their heirs, successors and assigns:

1. **Definitions.** All capitalized terms not defined herein shall have the meaning set forth in the Declaration, and the following words shall have the following meanings when used in this Amendment unless the context requires otherwise:



a. "Association" shall mean the Dunnsmore Homeowners Association, Inc., a South Carolina non-profit corporation.

b. "Bylaws" shall mean the Bylaws of the Dunnsmore Homeowners Association, Inc. attached hereto and incorporated herein by this reference.

c. "Common Areas" shall mean the the parcels of land shown and designated on the First Plat as "Common Area No. 1 0.21 ac" and "Common Area No. 2 0.22 ac." together with the streets and roads shown on the First Plat including but not limited to South Ivestor Court, Dunnsmore Drive, North Turkey Pen Drive and South Turkey Pen Drive, and those certain parcels of land shown and designated as "Common Area No. 3 1.23 ac." and "Common Area No. 4 Detention Pond 0.51 ac." together with the streets and roads shown on the Second Plat including but not limited to Patagonia Court and the extension of South Turkey Pen Drive, and any other area containing facilities benefiting more than one of the Lots with respect to which the Association has or assumes responsibility for maintenance, repair and management including, but not limited to street shoulders and curves, walkways, paths, signage, landscaping, street lighting, sign lighting and landscape lighting. THE DESIGNATION OF ANY OF THE PROPERTY OR IMPROVEMENTS THEREON AS COMMON AREAS SHALL NOT MEAN OR IMPLY THAT THE PUBLIC AT LARGE ACQUIRES ANY EASEMENT OF USE OR ENJOYMENT THEREIN.

d. "Lots" means the Existing Lots and the Additional Lots, and "Lot" means any one of the Lots.

e. "Plats" means the First Plat and the Second Plat.

f. "Property" means the Existing Lots, the Additional Lots and the Common Areas shown on the Plats.

2. **Property Owners Association.** Section 23 of the Declaration is hereby deleted in its entirety and replaced with the following:

a. Membership. Every person or entity, including the Developer, who is the record owner of a fee or undivided fee interest in any Lot within the Community, including contract sellers, but excluding those who hold an interest merely as security for the performance of any obligations, shall be a Member of the Association. Ownership of such interest shall be the sole qualification for such membership. Each Member shall have one membership and one vote for each lot owned by such Member. The Association shall function in accordance with the Declaration and the Bylaws, and all Owners shall be bound by the Declaration and Bylaws, as the same may be amended from time to time. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot within the Community. The Board of Directors of the Association (the "**Board**") may make reasonable rules regarding proof of ownership.

b. Assessments. Each Owner, by acceptance of a deed, shall be deemed to covenant and agree to pay the Association, or its designee, any and all assessments and charges levied by the

Association, including without limitation annual and special assessments; PROVIDED, HOWEVER, the Developer shall have the option of paying the budgetary shortfalls of the Association, if any, in lieu of paying assessments on Lots that it still owns. Such assessments, together with interest thereon and costs of collection thereof, including reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien in favor of the Association upon the Lot and improvements against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person or entity who was the Owner of such Lot at the time when the assessment fell due. The annual assessment shall commence on the day of purchase as to any Lot or residence. Thereafter the annual assessments shall become due each year on January 1st. The amount of the 2013 assessment shall be \$150.00. Thereafter the annual assessments and any other assessments shall be set by the Board in its sole discretion. The assessment shall be utilized to pay for any purpose, cost or expense, including management fees reasonably related to the performance of any duty or responsibility to the association as determined by the Board of Directors of said association in accordance with the Bylaws or these restrictions.

c. Effect of Nonpayment of Assessments. Any assessment or portion thereof which is not paid when it falls due shall be delinquent. If the assessment or portion thereof is not paid within thirty (30) days after the due date, the same shall bear interest from the date of delinquency at the applicable interest rate set by the Board. The Association may file a notice of lien against the Owner, Lot and residence and bring an action against the Owner personally obligated to pay the same, or foreclose the lien against the Property in the same manner provided under South Carolina law for the foreclosure of a real estate mortgage. In either event, interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of their Lot.

3. **Developer Rights.** Section 24 of the Declaration is hereby deleted in its entirety and replaced with the following:

a. Reservation of Rights. Developer reserves the right to change, amend, or release any of the restrictions set forth in this Declaration without the consent or approval of any of the Owners or any other interested parties.

b. Conveyance of Common Areas. Developer shall have the right to dedicate to public use or convey any streets, roads, drainage improvements and utility easements located on the Property or within the Common Areas to Spartanburg County or any other public authority, agency, public service district, public or private utility or other entity. Developer shall also have the right to dedicate to public use or convey all or any portions of the Common Areas to the Association at any time by recorded instrument provided that Developer shall promptly provide to the Association a copy of the conveyance documents.

c. Assignment of Developer Rights. Developer shall have the right to assign any and all of its rights, powers, and duties including, but not limited to, any discretionary powers and duties, obligations, rights, titles, easements and estate reserved to it by this Declaration to any one or more persons or entities. Any such assignment shall be in writing and recorded in the Office of

the Register of Deeds for Spartanburg County, SC, and such assignee shall thereupon have the same rights, titles, powers, obligations, discretion and duties as are herein reserved to the Developer, and the Developer shall thereupon be released from any further obligation arising pursuant to this Declaration.

4. If any term or condition of this Amendment conflicts with the terms or conditions of the Declaration, the terms and conditions of this Amendment shall control. Otherwise, the terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has by its duly authorized officer set its hand and seal as of this 7 day of December, 2012.

WITNESSES:

Angela H. Moody
Witness #1
Carol H. Hefner
Witness #2

Angela H. Moody
Witness #1
Carol H. Hefner
Witness #2

Angela H. Moody
Witness #1
Carol H. Hefner
Witness #2

Angela H. Moody
Witness #1
Carol H. Hefner
Witness #2

Angela H. Moody
Witness #1
Carol H. Hefner
Witness #2

DEVELOPER:

A. Manning Lynch, Jr.
A. Manning Lynch, Jr.

Manning Lynch, Inc.

By: A. Manning Lynch, Jr.
A. Manning Lynch, Jr., President

F. Parker Champion
F. Parker Champion

Parker Champion Construction Inc.

By: F. Parker Champion
F. Parker Champion, President

Parkman Avenue, LLC

By: F. Parker Champion
F. Parker Champion, Member

By: A. Manning Lynch, Jr.
A. Manning Lynch, Jr., Member

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

ACKNOWLEDGEMENT

I, Charles D. LeGrand, a Notary Public for the State of South Carolina, do hereby certify that A. MANNING LYNCH, JR., MANNING LYNCH INC., F. PARKER CHAMPION, PARKER CHAMPION CONSTRUCTION, INC., AND PARKMAN AVENUE, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Given under my hand and official seal this 7 day of December, 2012.



Notary Public for South Carolina

My Commission Expires: 8-29-17

BY-LAWS OF
THE
DUNNSMORE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

These are the By-Laws of the Dunnsmore Home Owners Association, Inc. hereinafter referred to as the "Association." The principal office of the Corporation shall be located at 215 N. Pine St., Spartanburg, SC 29302 but meetings of Members and Directors may be held at such places as may be designated by the Board of Directors from time to time.

ARTICLE II
DEFINITIONS

The capitalized terms used herein shall have the same meaning as the defined terms set out in the Declaration of Covenants, Conditions and Restrictions for Lot Nos. 79-102, Dunnsmore Section I dated October 23, 2009 and recorded in the Office of the Register of Deeds for Spartanburg County in Book 94-V at Page 464, as amended by Amendment to Declaration of Covenants, Conditions and Restrictions for Dunnsmore dated December __, 2012, and as the same may be further amended from time to time (the "Declaration"), said Declaration being incorporated herein as set forth in length.

ARTICLE III
PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation, and architectural control of the Lots and the Common Areas within the Property described in the Declaration, and to promote the health, safety and welfare of the residences within the Community and any additions thereto as may hereafter be brought within the jurisdiction of the Association, and for this purpose to:

(a) Exercise all of the powers and privileges and to perform, or delegate to an appropriate person or entity the authority to perform, all of the duties and obligations of the Association, including the establishment and amendment of the Regulations of the Association and the use and maintenance of the Common Areas;

(b) Fix, levy, collect and enforce payment by any lawful means all Assessments pursuant to the terms of the Declaration; pay all expenses in connection therewith; and pay all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the Property of the Association;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property including, but not limited to the Common Areas, as determined advisable by the Board of Directors;

(d) Borrow money, mortgage, pledge, deed in trust, or hypothecate any and all of its real or personal property including, but not limited to the Common Areas, as security for money

borrowed or debts incurred upon arrival by the affirmative casting of two-thirds (2/3) of all the votes of the Association;

(e) Participate in mergers and consolidations with other nonprofit corporations organized for the same purpose or annex additional residential property and Common Areas, provided that any such merger, consolidation, or annexation shall have the assent of Members of the Association controlling a majority of all votes of the Association, provided, however, that this shall not affect the right of the Developer to add additional Property to the Community and Association as set out in the Declaration;

(f) Make, by decision of the Board of Directors, and subject to applicable law, any election of a fiscal year for the Association, as the Board of Directors shall determine from time to time;

(g) To have and exercise any and all powers, rights, and privileges which a nonprofit corporation organized under the South Carolina Nonprofit Corporation Act of 1994, as amended from time to time (the "Act") may by law now or hereafter have or exercise including the right to enter into agreements with other Associations and entities for the management and maintenance of Common Areas of such Associations or entities;

(h) Notwithstanding the purposes and powers of the Association enumerated above, the Association, after passage of control to the Owners s by recorded assignment as set forth in the Declaration, shall not enter into, either directly or indirectly, contracts or leases with the Developer (including a management contract) unless there is a right of termination of any such contract or lease, without cause, which is exercisable without penalty at any time after transfer of control in accordance with the Declaration, upon not more than ninety (90) days notice to the other party to the said contract or lease.

ARTICLE IV MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held at a time, date, and place established by the Developer within twelve (12) months after assignment of the Developer rights to the Association. Such assignment will be recorded in the Office of the Register of Deeds in Spartanburg County. Subsequent annual meetings of the Members shall be held at a time, date and place established by the Board of Directors each year so long as no annual meetings of the Members shall be scheduled on a legal holiday.

Section 2. Special Meetings. Special Meetings of the Members may be called at any time by the Developer, or by the President of the Board of Directors. Only those matters that are within the purpose or purposes described in the meeting notice may be conducted at a special meeting.

Section 3. Notice of Meetings. Written notice specifying the place, day and hour of the meeting of the Members, and, in the case of the special meeting, also specifying the purpose of each meeting and the description of the matter for which the meeting was called, shall be given by any fair and reasonable manner. The mailing of a copy of such notice of a special or annual meeting by first class mail or registered mail, postage prepaid, at least ten (10) days (or if notice is mailed by other than first class or registered mail, at least thirty (30) days) and not more than sixty (60) days before such meeting date to each Member entitled to vote at the meeting, including the Developer,

addressed to the Members' address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice shall be considered fair and reasonable. The notice requirement may be waived by a Member before or after the date and time of the meeting as stated in the notice. The waiver must be in writing, be signed by the Member and be delivered to the Association for inclusion in the minutes of the meeting, except that the attendance of a Member at a meeting waives notice unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting. Also, an Emergency Meeting may be called with a twenty-four (24) hour notice to those Members entitled to vote, upon the unanimous vote of the Association's Board in the event an issue requires the immediate attention of the Members of the Association. If a meeting of Members is adjourned to a different date, time, or place, notice need not be given of the new date, time or place, if (1) the new date, time, or place is announced at the meeting before adjournment and (2) the record date fixed pursuant to Section 9 of this Article for the adjourned meeting is not changed for the new meeting (either voluntarily by the Board or as required under the Act).

Section 4. Quorum. The presence at a meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of Membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members present shall have power to adjourn the meeting from time to time, without notice as long as the requirements of Section 3 of this Article are met. The quorum at the new meeting shall be reduced to five percent (5%) of each Class of Members.

Section 5. Proxies. Votes may be cast in person or by proxy. All appointment of proxies shall be by written appointment form, signed either personally or by an attorney-in-fact and filed with the Secretary prior to the vote being taken at the meeting in the case of a vote that is taken at a scheduled meeting (or such other time set out on the appointment form or meeting notice) and by the deadline established by the appropriate notification of a vote to be taken in any other manner. Except as otherwise allowed herein or by written authorization of the Board of Directors of the Association, no appointment form shall confer on the proxy a broader authority than to vote on the matter(s) or at the meeting(s) than is defined on the appointment form. Every proxy shall be revocable at the pleasure of the Owners issuing it, up to the time that the vote for which it was issued is cast and shall automatically cease upon conveyance by the Owners of that Lot, the Member attending any meeting and voting in person, the Member signing, and delivery to the Secretary in writing revoking the appointment, or upon receipt of notice by the Secretary or the officer or agent authorized to tabulate the vote prior to the proxy casting vote of the death of the Member.

Section 6. Parliamentary Rules. Robert's Rules of Order (latest edition) or such other rules as the Board of Directors may adopt shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the Articles of Incorporation, these By-Laws or with the statutes of the State of South Carolina.

Section 7. Failure to Hold Meetings. The failure to hold an annual or regular meeting at a time stated in or fixed in accordance with these By-Laws does not affect the validity of a corporate

action.

Section 8. Authorization to Vote and Notice by Owner. It shall at all times be the responsibility of any Lot Owner to keep current with the Association, the name and address of the person authorized to cast the vote assigned to that Lot and to receive notification from the Association as to any meetings which the Association may be required to send. Proof of the authority to receive notice and to vote shall be presented to the Association in the form of a certificate signed by the Owner of the Lot. Such certificate shall be deemed valid until revoked by a subsequent certificate.

Section 9. Record Date. The Board of Directors shall set the record date for determining the Members entitled to notice of a Members meeting; to vote at a Members meeting; and to exercise any rights in respect of any other lawful action. The record date shall not be more than seventy (70) days before the meeting or action requiring a determination of the Members occurs.

Section 10. Voting Requirements. Unless otherwise required in these By-Laws, the Declaration, the Articles of Incorporation, or the law, the affirmative vote of the votes represented and voting, which affirmative vote also constitutes a majority of the required quorum, is the act of the Members.

Section 11. Action by Written Ballot. Any action that may be taken at any annual, regular or special meeting of Members may be taken without a meeting if the Association delivers a written ballot to every Member entitled to vote on the matter and the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at the meeting.

ARTICLE V

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number & Types. The affairs of this Association shall be managed by a Board of not less than three (3) Directors; provided, however, that until assignment of the Developer rights to the Association by recorded instrument, all Directors shall be appointed by the Developer unless the Developer voluntarily waives its appointment power and authorizes the Association to elect Directors in accordance with these ByLaws. At any time the Developer, until the assignment of the Developer rights to the Association by recorded instrument, or the Association thereafter by the affirmative vote of a majority (51%) of all of the Members' votes, may increase or decrease the number of Directors of the Association so long as there are never less than three (3) Directors at any given point, and so long as the rest of the terms of these ByLaws are adhered to. Directors appointed by the Developer need not be Members of the Association. All Directors elected after the Developer assigns his rights by recorded instrument must be Members in good standing with the Association in order to seek election to, or continue to hold a position on, the Board of Directors.

Section 2. Term of Office. At the first annual meeting after the assignment of the Developer's rights, the Members will elect three (3) Directors for terms in accordance with Article VI, Section 2 of these By-Laws.

Section 3. Removal. At any time, any Director(s) appointed by the Developer may be removed from the Board, with or without cause, by the Developer by giving written notice of

removal to the Director and either the presiding officers of the Board of Directors or the Association President or Secretary. Any Director(s) elected by the Association may be removed from the Board of Directors, with or without cause, by the affirmative casting of a majority (51%) of all of the votes of the Association. Any Director(s) who is a Member and who is not in good standing with the Association, or who misses three (3) consecutive Board meetings (unless such absence shall have been excused by the Chairman of the Board of Directors or other person(s) authorized to do so), may be immediately removed from the Board of Directors by the remaining Board members and replaced in accordance with these By-Laws. In the event of death, resignation, or removal of a Director, a successor shall be selected by the Developer, if that Director was appointed by the Developer, or the remaining Members of the Board of Directors, if elected by the Members of the Association and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive Compensation for performance of their duties as a board member.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written consent of a majority (51%) of the Directors, which shall represent a quorum. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 6. Reversal of Board of Directors. A decision of the Board of Directors, an officer or a committee of the Association may be reversed or modified by the Developer as long as the Developer owns any portion of the Property.

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Except where Directors are appointed or replaced by the Developer or the Board of Directors, nomination for election for the Board of Directors shall be made by a Nominating Committee or as specified in guidelines set forth by the Board of Directors. For purposes of the first Annual Meeting after the assignment of the Developer rights to the Association by recorded instrument, the Nominating Committee, when created, shall consist of a Chairman and at least two (2) more Members of the Association. For purposes of all subsequent Annual Meetings, at least one member of the Nominating Committee shall be a member of the Board of Directors. The Nominating Committee shall be appointed by the Board of Directors. Members of the Nominating Committee shall serve from the close of the annual meeting until the close of the next annual meeting. The Nominating Committee shall 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. Such nominations may be made from among Members or non-Members.

Section 2. Election. Unless agreed to otherwise by the affirmative vote of a majority (51%) of Members entitled to vote and present at the meeting, election to the Board of Directors shall be by secret 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 these By-Laws and the Declaration. At the first annual meeting after the Developer assigns his rights by recorded instrument, the Members shall elect three (3) Directors, each for a term of one year; and at each annual meeting thereafter, the Members shall elect successor Directors for terms of one year. The

term of any Director shall be automatically extended and shall not expire until the annual meeting at which a successor for that Director is elected. The person(s) receiving the largest number of votes shall be elected. If no nominee(s) are nominated pursuant to these ByLaws, that (or those) Director(s) shall be appointed by the current Board of Directors of the Association. Cumulative voting, voting more than one (1) time for any Director, is not permitted under any circumstances.

ARTICLE VII MEETING OF DIRECTORS

Section 1. Regular Meetings. Until the assignment of the Developer rights to the Association by recorded instrument, regular meetings of the Board of Directors shall be held at dates, times and places and as frequently as is deemed prudent by the Developer. Upon the assignment of the Developer rights to the Association by recorded instrument, regular meetings of the Board of Directors shall be held quarterly, or more frequently, and at dates, times and places determined by a majority (51%) of the Board of Directors. Without the approval of all of the Directors, no meeting shall fall upon a legal holiday. No notice shall be required for regular meetings.

Section 2. Special Meetings. Special Meetings of the Board of Directors shall be held when called by the President of the Association or any two (2) Directors, after not less than two (2) days notice is given, either personally, by mail, or by telephone, to each Director, unless waived in writing signed by the Director or by attendance of the meeting without objection or participation.

Section 3. Quorum. A majority (51%) of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision authorized by a majority (51%) of the Directors either by written consent or when present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board.

ARTICLE VIII POWERS, DUTIES AND REQUIREMENTS OF THE BOARD OF DIRECTORS

Section 1. Powers. Following assignment of the Developer rights to the Association by recorded instrument, the Board of Directors shall have the power, but not the obligation, to perform such duties as authorized by the Declaration, to include, but not be limited, to:

(a) Adopt, amend and publish the Architectural Guidelines for the Community and Regulations of the Association governing the Common Areas and facilities thereon and the personal conduct of the Members and their guests upon the entire Community, and to establish Assessments for the infraction thereof;

(b) Suspend the voting rights, the right to use the recreational facilities on the Common Areas, and the services provided by the Association, including without limitation architectural review services, of a Member during any period in which each Member shall be in default in the payment of any Assessment levied by the Association or for any other violation of the Declaration, the Architectural Guidelines, or the Regulations;

(c) Exercise for the Association of all of the powers, duties, and authority vested in or delegated to the Association and not reserved to the Membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member (i) is absent from three (3) consecutive regular meetings of the Board of Directors unless such absence shall have been excused by the Chairman of the Board of Directors or other person(s) authorized to do so, or (ii) is otherwise not in good standing as a Member of the Association, including without limitation failure to pay Assessments when due;

(e) Employ a manager, an independent contractor, Treasurer of the Association or such other employees as they may deem necessary, to prescribe their duties and;

(f) Levy Assessments and to collect from the Members all costs of collection, including but not limited to court costs and reasonable attorney fees, for all infractions of the Association's Regulations, the Architectural Guidelines, the Declaration, Articles of Incorporation or these By-Laws.

(g) Delegate, in part or in total, to any employee, agent, director, officer, contractor, manager or other appropriate entity, any power or authority given to the Board of Directors by the Declaration or these By-laws.

Section 2. Duties. It shall be the responsibility of the Board of Directors to:

(a) Comply with the requirements of the Act regarding Annual Meetings;

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

(c) Perform such other duties as required by the Declaration, the Articles of Incorporation or the By-Laws.

(d) Take legal action where it is deemed prudent and to be in the best interest of the Association by the Board of Directors, including without limitation foreclosure of the lien against any Lot for which Assessments are not paid within thirty (30) days after the due date or to bring an action at law against the Owners personally obligated to pay the same as provided in the Declaration, or both;

(e) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. At all times the Association records with respect to payments made or due shall be deemed correct unless proper documentation to the contrary can be produced. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment. A reasonable charge may be made by the Board for the issuance of these certificates;

(f) Procure and maintain liability and hazard insurance on property owned by the Association in amounts established by the Board of Directors in its sole discretion and with insurance companies licensed to do business in South Carolina with a Best rating of AA or better;

(g) Cause and pay for all officers or employees having fiscal responsibilities to be bonded, if and as it may be deemed appropriate by the Board of Directors;

(h) Cause the Common Areas to be maintained.

Section 3. Requirements: The Board shall not be authorized or obligated to initiate, and the Association shall not initiate, any judicial or administrative proceeding unless first approved by a seventy-five percent (75%) affirmative vote of the entire Association Membership, except

that no such approval shall be required for actions or proceedings: (1) initiated to enforce the provisions of the Declaration, these By-Laws, Architectural Guidelines, or Regulations; (2) initiated to challenge property taxation or condemnation proceedings; (3) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it. This Section 3 of Article VIII of these By-Laws shall not be amended unless such amendment is approved by the same percentage of votes necessary to institute proceedings.

ARTICLE IX OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The offices of this 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 from time to time by resolution create.

Section 2. Appointment of Officers. All officers shall be appointed by the Board of Directors.

Section 3. Term. Officers of this Association shall be appointed annually by the Board, and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board of Directors may appoint 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 5. Resignation and Removal. Any Officer may be removed from office with or without cause by a majority (51%) vote of the Board of Directors. Any Officer may resign at any time giving written notice to the Board of Directors, the President or 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.

Section 6. Vacancies. 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 replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person, otherwise no office may be held by the same person during the same time period. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the Officers are as follows:

(a) President. The President shall preside at all meetings of the Board of Directors; see that the orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, promissory notes, deeds and other written instruments and shall be authorized, along with the Treasurer and other authorized parties, to sign on all checking accounts. If any vote of the Board results in a tie, the President shall cast the tie-breaking vote.

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

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

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all moneys 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; and keep proper books of accounts.

ARTICLE X

COMMITTEES AND ARCHITECTURAL CONTROL AUTHORITY

Following assignment of the Developer rights to the Association by recorded instrument, the Association's Board of Directors by majority vote shall have the option to appoint an Architectural Control Authority for the Community. In addition, the Board of Directors shall have the option to appoint other committees as deemed appropriate in carrying out its purpose, including the establishment of a Nominating Committee as required herein. Compensation for committee members and for any employees of the Association assigned to or hired by these committees shall be fixed or approved by the Board of Directors of the Association.

ARTICLE XI

BOOKS, RECORDS, AND PUBLICATIONS

The books, records, publications, and papers of the Association shall at all times, during reasonable business hours, or other reasonable circumstances, and preferably by appointment, be subject to inspection by any Member. Upon reasonable notice to the Association or its designated manager, the Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies of the governing documents addressed in this paragraph may be purchased at a reasonable cost.

Upon written request, and pursuant to the Act, any Member shall be entitled to inspect the latest financial statements and accounting records of the Association.

ARTICLE XII

FUNDS AND BONDS

Section 1. Payments and Depositories All monies collected by the Association shall be treated as the separate property of the Association and such monies may be applied by the said Association to the payment of any of the expense of operating and managing the Association, or to the proper undertaking of all acts and duties imposed upon it by virtue of these By-Laws, the Articles of Incorporation and the Declaration. As the moneys for any Assessment is paid unto the Association by any Owner of a Lot the same may be commingled with the monies paid to the Association by the other Owners of Lots. All funds and other assets of the Association, and any increments thereto or profits derived therefrom, or from the leasing or use of the Common Areas,

shall be held for the benefit of the Members of the Association.

The depository of the Association shall be such bank or other Federally Insured depository as shall be designated from time to time by the Board of Directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall only be by checks signed by such persons as are authorized by the Board of Directors.

In the event the Board of Directors uses funds collected and held in the Association's reserve account(s), the Board of Directors shall have the option, in its sole discretion and without notice to the Members, to replenish (in whole or in part) or not to replenish said reserve account(s).

Section 2. Bonds. At the discretion of the Board of Directors, fidelity bonds shall be required on all members of the Board of Directors, the Officers of the Association and any other persons, employees or entities handling or responsible for the funds of the Association. The amounts of such bonds shall be determined by the Directors, but if it is determined that bonds are to be obtained, they shall be at least equal to the amounts to be handled at any point by that person or entity. Unless verification that the bonds have been provided by such person or entity is obtained by or provided for the Board of Directors, the premiums for these bonds shall be paid by the Association as a common expense.

ARTICLE XIII CORPORATE SEAL

The Association may have a seal in circular form having within its circumference the name of the Association.

ARTICLE XIV AMENDMENTS

Section 1. Except as otherwise required herein, by law, by the Declaration or by the Articles of Incorporation of the Association, these By-Laws may be amended by the affirmative casting of a majority (51%) of votes of the Board of Directors at anytime following assignment of the Developer rights to the Association by recorded instrument. Without limiting the foregoing, the Board of Directors, and for so long as the Developer owns any portion of the Property, the Developer, shall, at any time and from time to time as they see fit, have the right to cause this document to be amended to correct any clerical or scrivener's error(s) or to conform to the requirements of the Federal Housing Administration or the Veterans Administration or the Federal National Mortgage Corporation, FHLMC and such other secondary market agencies as the same may be amended from time to time.

Section 2. In addition to any other right to amend as set out herein, as long as the Developer owns any portion of the Property the Developer may amend and/or restate these By-Laws without the consent of the Owners, their mortgagees, or the Association. Subject to the Declaration and these By-Laws, every purchaser or grantee of any Lot or Common Area now and hereafter, by acceptance of a deed or other conveyance thereof, agrees that the By-Laws may be amended as provided herein.

ARTICLE XV
MISCELLANEOUS

Section 1. In case of any conflict with the provisions of the South Carolina Non-profit Corporation laws, such laws shall control. Such laws are incorporated herein by reference as if fully set out herein.

Section 2. Subject to the right of the Board to set or a ruling by the Internal Revenue Service, the fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date the Association is incorporated.

Section 3. The Association shall indemnify an individual made a party to a proceeding because the individual is or was a Director or officer, against liability incurred in the proceeding if the individual complies with the requirements of the Act and shall pay for or reimburse the reasonable expenses incurred by the director or officer who is a party to a proceeding in advance of final disposition of the proceeding if the director complies with the terms of the Act.

1. Lots 3, 5, 6, 7, 8, 15, 16, 17, 18, 22, and 33 as shown on said Plat Book 173, Page 583, were all expressly subjected to the Declaration by Mungo Homes, Inc. in deeds to individual homeowners recorded in the Spartanburg County Register Of Deeds Office in Deed Book: a) 120-Q, Page 969 (Lot 3); b) 121-F, Page 978 (Lot 5); 118-U, Page 67 (Lot 6); 121-L, Page 859 (Lot 7); 120-U, Page 472 (Lot 8); 117-Y, Page 530 (Lot 15); 119-R, Page 55 (Lot 16); 121-Q, Page 12 (Lot 17); 120-W, Page 698 (Lot 18); 117-W, Page 13 (Lot 22); and 120-E, Page 13 (Lot 33);
2. Lots 1, 2, 28, and 29, as shown on said Plat Book 172, Page 583, were all expressly subjected to the Declaration by Mungo Homes, Inc. in a deed to Mungo Homes Properties, LLC recorded in the Spartanburg County Register Of Deeds Office in Deed Book 121-S, Page 591;

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

3. Lots 4, 9, 10, 11, 12, 13, 14, 19, 20, 21, 25, 26, 27, 30, 31, 32, 34, 35, 36, 37, 38, 39, 40, 41, and 42, as shown on said Plat Book 172, Page 583, were all expressly subjected to the Declaration by Mungo Homes, Inc. in a deed to Mungo Homes Properties, LLC recorded in the ROD Office for Spartanburg County, SC in Deed Book 121-S, Page 403; and

WHEREAS Developer may unilaterally amend the Declaration pursuant to the express terms and provisions of the Declaration; and

WHEREAS Developer desires to amend the Declaration for the purpose of confirming that the Omitted Lots, having all been previously subjected to the provisions thereof as set forth above, are all uniformly covered, benefitted, and protected thereby just as if they had been incorporated into the Declaration by amendment by the Developer directly prior to conveyance to third parties;

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS, that the Developer, with the consent of the other undersigned parties, hereby declares that the Declaration is hereby amended such that the Omitted Lots are hereby included in the definition of "Lots" and to the definition of "Property" as set forth in the Declaration as fully as if restated as such verbatim herein, and further that the Omitted Lots described in this Amendment, as previously set forth in the above referenced deeds, shall be held transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Declaration as fully as if restated as such verbatim herein, which shall run with the title to the Omitted Lots as fully as with all other Lots described therein and which shall be binding on all parties possessing any right, title or interest in the herein-described properties or any portion thereof, their heirs, successors and assigns.

[signature pages follow]

WE CONSENT; IN WITNESS WHEREOF, witness our hand and seal as of this 27th day of November, 2018.

Witnesses:

Catherine B. Hanson

Kaaron R Clark

Mungo Homes, Inc.

By: [Signature] (SEAL)

Stephen L Johnson (print)

Its: Sec / Treas (title)

STATE OF SOUTH CAROLINA

COUNTY OF Richland

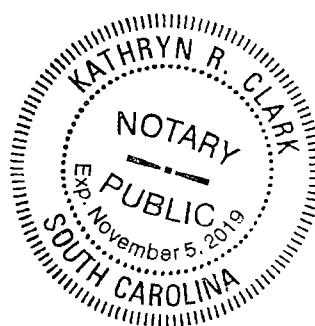
ACKNOWLEDGMENT

I, Kaaron R Clark, a Notary Public for the State of South Carolina, do hereby certify that Mungo Homes, Inc. by and through its above signed officer in the capacity indicated, personally appeared before me and acknowledged the due execution of the foregoing instrument this 27th day of November, 2018.

Kaaron R Clark (SEAL)

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 11-5-19



WE CONSENT; IN WITNESS WHEREOF, witness our hand and seal as of this 27th day of November, 2018.

Witnesses:

Catherine B. Hanson
Karen R Clark

Mungo Homes Properties, LLC

By: [Signature] (SEAL)

Stephen L. Johnson (print)

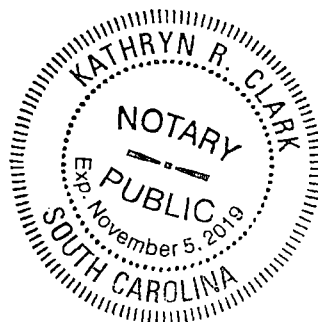
Its: Sec / Treas (title)

STATE OF SOUTH CAROLINA

COUNTY OF Richland

ACKNOWLEDGMENT

I, Karen R Clark, a Notary Public for the State of South Carolina, do hereby certify that Mungo Homes Properties, LLC, by and through its above signed officer in the capacity indicated, personally appeared before me and acknowledged the due execution of the foregoing instrument this 27th day of November, 2018.



Karen R Clark (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 11-5-19

IN WITNESS WHEREOF, the Developer has by its duly authorized officer (s) set its hand and seal as of this 5th day of December, 2018.

Witnesses:

Alisha Hamner

Teresa M. Messer

DEVELOPER: Dunnsmore Partners, LLC

By: Jeffrey H. Smith
Jeffrey H. Smith, Member

By: Gordon J. Ray
Gordon J. Ray, Member

By: Chris C. Morris
Chris C. Morris, Member

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF SPARTANBURG

I, Teresa M. Messer, a Notary Public for the State of South Carolina, do hereby certify that Dunnsmore Partners, LLC by and through its above signed members, personally appeared before me and acknowledged the due execution of the foregoing instrument this 5th day of December, 2018.

Teresa M. Messer (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 2/3/27

35,890-A

STATE OF SOUTH CAROLINA)
)
 COUNTY OF SPARTANBURG) AMENDMENT TO DECLARATION OF COVENANTS,
) CONDITIONS AND RESTRICTIONS FOR DUNNSMORE;
) ADDITION OF LOTS 23, 24, 43-56, AND 72-78

WHEREAS Dunnsmore Partners, LLC is the current "Developer" for real property known as Dunnsmore subdivision as defined in that certain Declaration Of Covenants, Conditions And Restrictions For Lot Nos. 79-102 Dunnsmore Section I dated October 23, 2009 and recorded in the ROD Office for Spartanburg County, SC in Deed Book 94-V, Page 464 (as amended and supplemented, the "Declaration") by virtue of that certain Assignment And Assumption Of Developer Rights dated July 10, 2014; and recorded heretofore in Deed Book 106-N, Page 967; and

WHEREAS that real property in Spartanburg County, SC shown as Lots 79-102 on plat of Dunnsmore Section No. 1 by John Robert Jennings, PLS dated February 5, 2009 and recorded in Plat Book 164, Page 160 were restricted by said Declaration; and

WHEREAS that real property in Spartanburg County, SC shown as Lots 57-71 on plat of Dunnsmore Section No. 2 by John Robert Jennings, PLS dated November 18, 2012 and recorded in Plat Book 167, Page 205 were subjected to the Declaration pursuant to an Amendment dated December 7, 2012, recorded in Deed Book 102-E, Page 901; and

WHEREAS Developer holds title to those certain lots shown and designated as Lots 23, 24, 43-56, and 72-78 (the "Omitted Lots") on plat of Dunnsmore Section No. 1 by John Robert Jennings, PLS dated February 5, 2009 and recorded in Plat Book 164, Page 160; and

WHEREAS Developer may unilaterally amend the Declaration pursuant to the express terms and provisions of the Declaration; and

WHEREAS Developer desires to amend the Declaration and to subject the Omitted Lots to the provisions of the Declaration;

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS, that the Developer hereby declares that the Declaration is hereby amended such that the Omitted Lots are hereby included in the definition of "Lots" and to the definition of "Property" as set forth in the Declaration as fully as if restated as such verbatim herein, and further that the Omitted Lots described in this Amendment shall be held transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Declaration as fully as if restated as such verbatim herein, which shall run with the title to the Omitted Lots as fully as with all other Lots described therein and which shall be binding on all parties possessing any right, title or interest in the herein-described properties or any portion thereof, their heirs, successors and assigns.

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 Recording Fee: \$10.00 Documentary Stamps: \$0.00
 Office of Register of Deeds, Spartanburg, S.C.
 Dorothy Earle, Register



IN WITNESS WHEREOF, the Developer has by its duly authorized officer (s) set its hand and seal as of this
10 day of July, 2014.

Witnesses:

Robert D. Amaker

William Smith

DEVELOPER: Dunnsmore Partners, LLC

By: Jeffrey H. Smith
Jeffrey H. Smith, Member

By: Gordon J. Ray
Gordon J. Ray, Member

By: Chris C. Morris
Chris C. Morris, Member

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF SPARTANBURG

I, DAVID GWHITE, a Notary Public for the State of South Carolina, do hereby certify that Dunnsmore Partners, LLC by and through its above signed members, personally appeared before me and acknowledged the due execution of the foregoing instrument this 10 day of JULY, 2014.

[Signature] (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 4/16/22