THIS DOCUMENT
MARGINAL
FOR IMAGING

DEED 67A PG 583

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions is made this 15th day of December, 1997, by CSC Developers, LLC, a South Carolina Limited Liability Company, hereinafter referred to as the "Declarant"

WHEREAS, the Declarant is the owner of certain real property located in Greer, South Carolina, and fully described as Section 1 of the Chandelle Plat of a survey prepared by Huskey & Huskey, Inc. dated September 24, 1997 and to be recorded herewith in the office of the RMC for Spartanburg County, Spartanburg, South Carolina, and desires to create thereon a residential planned development so improved as to afford each landowner the natural and structural beauty for the accommodation of a gracious living and at the same time provide convenience of facilities for the furtherance of their common interest in aviation.

WHEREAS, the Declarant desires to insure the values and amenities in said planned development, to prevent any future impairment thereof, and to provide for the maintenance of all common areas, by subjecting the real property, together with any additions to said property, to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each of which is and are for the benefit of each property and each owner thereof.

WHEREAS, the Declarant has deemed it desirable for the efficient preservation of the values and amenities in said planned development to create an agency to which will be delegated and assigned the powers of maintaining and administering the planned development properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created. For this purpose the Declarant has caused to be incorporated under the laws of South Carolina as a non-profit corporation, Chandelle Property Owners Association, Inc.

NOW, THEREFORE, Declarant, by this DECLARATION of Covenants, Conditions and Restrictions, does hereby declare that all the property described herein and shown as lots 1 through 26 on the Chandelle Subdivision plat dated September 24, 1997 by Huskey & Huskey, Inc. for Spartanburg County, South Carolina is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration which shall run with the real property and be binding on all parties owning any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof

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Declaration of Covenants, Conditions, and Restrictions

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ARTICLE I
Definitions

Section 1.1 **Adjoining Land** shall mean and refer to land contiguous with the Property, whether or not owned by Declarant, which is or may be made subject to this Declaration.

Section 1.2 **Annexation** shall mean and refer to the process by which portions of the Expansion Property or Adjoining Land are made subject to this Declaration as provided in Article XVI below.

Section 1.3 **Architectural Control Committee (ACC)**. shall mean and refer to a committee formed to maintain the quality and architectural harmony of improvements to the Development.

Section 1.4 **Architectural Guidelines** shall mean and refer to the guidelines and rules established and supplemented from time to time by the Architectural Control Committee.

Section 1.5 **Articles or Articles of Incorporation** shall mean and refer to the Articles of Incorporation of the Association which will have been filed with the Secretary of State to create the Association.

Section 1.6 **Assessments** shall mean and refer to annual, special and default assessments levied pursuant to Article XI below to meet the estimated cash requirements of the Association.

Section 1.7 **Association** shall mean and refer to the Chandelle Property Owners Association, Inc., a non-profit South Carolina corporation its successors and assigns.

Section 1.8 **Board of Directors** shall mean and refer to the Board of Directors of the Association, which is the governing body of the Association.

Section 1.9 **By-Laws** shall refer to the bylaws of Chandelle Property Owners Association attached to the Declaration and incorporated herein by this reference.

Section 1.10 **Chandelle** shall mean and refer to the planned community created by this Declaration, consisting of the property and of all improvements located on the property.

Section 1.11 **Chandelle Documents** shall mean and refer to the basic documents creating and governing Chandelle, including but not limited to this Declaration, the Articles of Incorporation and Bylaws of the Association, the Architectural Guidelines and any Procedures, Rules, Regulations or Policies adopted under such documents by the Association of the Architectural Control Committee.

Section 1.12 **Common Area** shall mean any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now and hereafter owned by the Association for the common use and enjoyment of the Owners.

Section 1.13 Declarant. shall mean and refer to CSC Developers, LLC a South Carolina Limited Liability Company, and its successors-in-title and assigns. It is expressly understood that there shall be only one person or legal entity entitled to exercise the right and power of the "Declarant".

Section 1.14 Declaration of Annexation shall mean and refer to a declaration prepared and recorded in accordance with Article XVI below to incorporate the Adjoining Land within the Property governed by this Declaration.

Section 1.15 Development/Properties. shall mean and refer to certain real property and interest therein described as Phase I of Chandelle Estates Plat attached hereto, and such additions thereto as made by the Declarant.

Section 1.16 Improvements shall mean and refer to all buildings and structures, parking areas, fences, walls, hedges, plantings, pools, driveways, ponds, lakes, recreational facilities, signs, changes in any exterior color or shape, excavation and all other site work including without limitation grading, road construction, utility improvement, removal of trees or plantings, and any new exterior construction or exterior improvement which may not be included in the foregoing. "Improvements" does not include turf, shrub or tree repair or replacement of a magnitude which does not change exterior colors or exterior appearance. "Improvements" does include both original improvements and all later changes and improvements.

Section 1.17 Lot. shall mean and refer to any plot of land within the Chandelle properties whether or not improvements are constructed thereon, which constitutes or will constitute a single family dwelling. The ownership of each Lot shall include all the rights, title, and interest of an Owner in the Common Property, which shall include without limitation, membership in the Association.

Section 1.18 Maintenance Fund shall mean and refer to the fund created by assessments and fees levied pursuant to Article XI below to provide the Association with the funds required to carry out its duties under this Declaration.

Section 1.19 Member shall mean and refer to any person or entity holding membership in the Association.

Section 1.20 Mortgage shall mean and refer to any mortgage, deed to secure debt, deed of trust, and any and all similar instruments used for the purpose of encumbering real property in this Development as security for the payment or satisfaction of an obligation.

Section 1.21 Mortgagee shall mean and refer to a holder of a mortgage.

Section 1.22 Owner shall mean and refer to the record owner, whether one or more persons, of the fee simple title to a Lot located within the Development, and entitled to one vote per Lot as a member of the Chandelle Property Owners Association, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.23 Plat shall mean and refer to any plat (or as-built survey) depicting the Property filed in the R.M.C. office for the County of Spartanburg, State of South Carolina, as such Plat may be amended from time to time.

Section 1.24 Property shall mean and refer to the Property initially subject to this Declaration and any additional Real Property from time to time subject to these Covenants pursuant to the provisions of this Declaration.

Section 1.25 Recreational Facilities shall mean and refer to the recreational facilities or amenities owned by Declarant and located within the Property from time to time.

Section 1.26 Runway shall mean that property located at the center of the subdivision used for the purpose of aircraft takeoffs and landings.

Section 1.27. Taxiway. shall mean and refer to those right-of-ways radiating from the runway or otherwise as shown on the Plat for the purpose of providing access for aircraft to and from the runway.

ARTICLE II
The Association

Section 2.1 **Dedication of Common Area**. Declarant may hereafter convey to the Association certain parts of the property as Common Area intended for common use by the owners in Chandelle. Such designated areas shall, upon conveyance, be dedicated to the common use and enjoyment of owners, and their families, guests, tenants, and invitees.

Section 2.2 **Responsibility for Common Area**. Subject to the rights of the owners set forth in this Declaration, the Association shall be responsible for the management and control of the Common Area dedicated under Section 2.1 above and all improvements in the Common Area (including equipment related thereto), and shall keep it in good, clean and attractive condition and repair consistent with the requirements of a first class residential and recreational community, pursuant to the terms and conditions of this Declaration.

Section 2.3 **Membership**. Every Owner, by virtue of being an Owner and for as long as he is an Owner, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. No Owner, whether one or more persons, shall have more than one membership per Lot owned, but all of the persons owning each Lot shall be entitled to rights of membership and of use and enjoyment appurtenant to such ownership. The combination of two or more original Lots will be considered a single Lot for membership and assessment purposes. The Articles of Incorporation and Bylaws of the Association may set forth additional classifications of membership, which Members may or may not be Owners.

Section 2.4 **Classes of Membership and Voting Rights**. Each Member shall be entitled to one vote for each Lot, according to the plat. 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 among themselves determine, and the Secretary of the Association shall be notified of such designation prior to any meeting. In the absence of such notification, the vote allocated to the Lot shall be suspended in the event more than one person or entity seeks to exercise the right to vote. Any Owner of a Lot which is leased may assign his voting right to the tenant, provided that a copy of the Instrument of Assignment is furnished to the Secretary of the Association prior to any meeting at which the tenant exercises the voting right. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, the Bylaws, Architectural Guidelines, and the Restrictions and Covenants of the Chandelle Property. The lease shall also obligate the tenant to comply with the foregoing. Also fines may be levied against Owners or occupants, and if a fine is first levied against an Occupant and is not paid timely, the fine may then be levied against the Owner.

Section 2.5 **Compliance with the Document**. Each Owner shall abide by and benefit from the Provisions, Covenants, Conditions, and Restrictions contained in the Chandelle Covenants and Restrictions and Bylaws. A copy of the Association Rules in effect shall be distributed to each Member of the Association, and any change in the Association rules shall be distributed to each Member within a reasonable time following the effective date of any change.

Section 2.6 **Rules and Regulations.** The Association from time to time and subject to the provisions of the Chandelle Documents, may adopt, amend and repeal rules and regulations, to be known as "Association Rules," governing, among other things and without limitations:

a. The Use of Open Space,
b. The Use of Private Roads,
c. Collection and Disposal of Garbage and Trash,
d. The Posting of Maximum Speeds for Vehicular Traffic and Other Traffic Rules,
e. The Types of Vehicles and Times when any Vehicles (including Commercial Vehicles) may be permitted to use the roads within Chandelle or any other area of the Property.
f. The Schedule of Fines for Infractions of the Association Rules or the Project Documents.

Section 2.7 **Ownership of Personal and Real Property for Common Use.** The Association, through action of its Board of Directors, may acquire, hold and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, may accept any real or personal property, leasehold or other property interest within Chandelle conveyed to the Association by Declarant.

Section 2.8 **Assistance to Architectural Control Committee.** The Association shall in all respects cooperate with and assist the ACC in the complete attainment of the ACC's functions, and the enforcement of its architectural guidelines, rules regulations and decisions.

Section 2.9 **Implied Rights and Obligations.** The Association may exercise any other right or privilege given to it expressly by the Chandelle Documents, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to the Association under this Declaration or reasonably necessary to effectuate any such right or privilege. The Association shall perform all of the duties and obligations imposed upon it expressly by the Chandelle Documents, together with every other duty or obligation reasonably to be implied from the express provisions of the Chandelle documents where reasonably necessary to satisfy any such duty of obligation.

ARTICLE III
Architectural Control Committee

Chandelle is designed as a private residential community with strict architectural controls which allows aircraft owners and pilots convenient access to the runway. To insure that the property will be developed harmoniously and that consistency is maintained throughout the Development, an Architectural Control Committee will formulate, review and control a comprehensive landscape plan, street lighting, signs, fencing, parking and site improvements including structures of all types as set forth in the Architectural Guidelines and Rules. .

The initial Architectural Control Committee shall consist of (3) members: John Stewart, Jr., Raymond Clark, Jr., Doug Cobb, or their designees. In the event of the failure or inability, for any reason, of a member to act, the vacancy created shall be filled temporarily or permanently, as necessary, by the remaining members of the ACC. At such a time as the Development is substantially completed (at least 75%) the above members or their designees, may relinquish the powers of the ACC to the Owner's Association. At that time, at least one of the members of the initial ACC may choose to continue their position on the new ACC, the other members shall be appointed by the Board of Directors of the Owner's Association. The new ACC will promulgate such guidelines as may be necessary to implement the architectural review process not inconsistent with established practice. Any expenses incurred by the ACC will be paid for by the Association.

The Architectural Control Committee shall:

3.1). regulate the external design, appearance, and location of the Properties and Lots and any improvements thereof.

3.2). adopt architectural guidelines and programs consistent with covenants and restrictions.

3.3). inspect for compliance with these quidelines.

3.4). adopt procedures for the exercise of its duties.

3.5). maintain complete and accurate records of all actions taken.

Notwithstanding anything to the contrary contained herein, the Architectural Control Committee or its designee shall be authorized to grant individual variances from any of the provisions of this Declaration, the Bylaws and any rule, regulation or use restriction promulgated pursuant thereto if it determines that waiver of application of enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the community.

ARTICLE IV
Architectural Guidelines and Rules

Section 4.1. Land Use. All Lots shall be used for residential purposes only and common recreational purposes auxiliary thereto and for no other purpose. No lot shall be used as a right-of-way, street or road, or access to any property not included within the Properties of this Development without the written consent of the Declarant. Only one family may occupy a Lot as a principal residence at any one time. No structure, except as herein provided shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling and such accessory buildings or hangar as shall be used in connection with the dwelling or residence. Such accessory buildings or hangar may not be constructed prior to the completion of the dwelling unless waived by the ACC and then limited to a one year completion deadline. Furthermore the accessory building or hangar shall comply with all other restrictions contained herein for the main dwelling, including, but not limited to, exterior requirements, setback lines and permanent foundations. A guest suite or a like facility without a kitchen may be included as part of the main dwelling or accessory building, but such suite may not be rented or leased except as part of the entire premises including the main dwelling. Furthermore, no airplane hangar, or any portion thereof, shall be used as a residence in any manner whatsoever.

Section 4.2. Partition of Combination of Lots. No Lot shall be subdivided or its boundary lines changed except with prior written approval of the Declarant. Declarant , however, hereby expressly reserves the right to replat any Lot or Lots. Declarant's consent shall be conditioned upon payment by the Owner or Owners concerned of all expenses incident to giving the consent, including legal and accounting fees. Every agreement and recorded instrument for combination of Lots shall make adequate provisions for the adjustment of voting rights and liability for payment of assessments appurtenant to or imposed upon such Lots. Whether combined or unchanged, each Lot shall be conveyed, transferred, gifted, devised, bequeathed, encumbered or otherwise disposed of, as the case may be, with all appurtenant rights and interests created by law or this Declaration, including the membership in any association and all the right thereof.

Section 4.3. Commercial Businesses Prohibited. No commercial business of any type shall be permitted; however, nothing herein contained shall be construed as preventing the Declarant from erecting and maintaining facilities of a commercial, recreational or community nature or facilities incident to the use of the runway, taxiway and easements. This should not exclude any home office, but no customer, clients, or patients can be seen on residential premises. No one, other than the Declarant, can allow the use of the airport or runway for commercial activity or for self-enterprise.

Section 4.4. Common Area. The Common Area shall be owned by the Declarant or the Association and no Owner shall bring any action for partition or division of the Common Area by acceptance of a deed or other instrument of conveyance or assignment, each Owner shall be deemed to have specifically waived such Owner's right to institute or maintain a partition action or any other action designed to cause a division of the Common Area, and this section may be pleaded as a bar to any such action. Any owner who shall institute or maintain any such action shall be liable to the Declarant or the Association, and hereby agrees to reimburse the Declarant or the Association for its costs, expenses and reasonable attorney's fees in defending any such action.

Section 4.5. Architectural Control. No dwelling unit, hangar or other building shall be erected, placed or altered on any Lot until the plans for each showing locations of the units on the Lot and the landscaping plan for the Lot have been submitted to and approved by the Architectural Control Committee. Such plans shall be reviewed as to quality of workmanship and materials, harmony of external design with existing dwelling units and hangars, and as to location with respect to topography and finish grade elevation, and both house, hangar and other buildings shall be of similar architectural design, before being approved by Architectural Control Committee or its successor or assigns. No home, garage, hangar or other building may be constructed on any lot unless such work meets all County Codes then in existence. A copy of the builder or contractor's license must be submitted with construction plans to the ACC.

Section 4.6. Dwelling Size. Each single family dwelling on a Lot shall have a heated square foot area of 2000 minimum, except lots 1-16 which shall have a minimum heated square foot area of 2500. No dwelling unit shall be permitted on any Lot that has a ground floor area of the main structure, exclusive of porches, patios, hangars and garages of less than 1500 square feet on the first floor for one and one-half story, split-level, and two story dwellings. If a dwelling incorporates a basement, such basement shall not be considered a "level" or "story" and the level of the dwelling immediately above the basement shall be considered the "first level" or "first story" of such dwelling. Each dwelling shall include space for parking at least two automobiles within an enclosed garage in accordance with Section 5.15.

Section 4.7. Location. In order to assure that all structures will be located with regard to the topography of each individual Lot, taking into consideration the elevation contours of the Lot, the location of adjoining dwellings, and similar considerations, the Declarant or the ACC reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site and location of any structure, improvements, and utilities upon all Lots and every Lot within the Development; provided, however, that such location shall be determined only after reasonable opportunity is afforded the Owner to recommend a specific site, and in any event all buildings (including eaves, decks, patios and steps) shall be constructed beyond the minimum setback lines.

Section 4.8. Structure Material. Unless specifically otherwise approved in writing by the ACC, all structures constructed or placed on any Lot shall be built of substantially new materials and no used structures shall be relocated or placed on any such Lot. No dwelling shall have an exterior surface composed of asbestos siding, exposed concrete block, cinder block, aluminum siding, or other similar material. Vinyl siding products will be considered on a case by case basis.

Section 4.9. Kind of Home. No mobile or manufactured homes of any kind, or any home having the same general appearance, shall be permitted on any Lot. No building or structure of a temporary nature; trailer, tent, shack, garage or other out-building shall be erected or maintained on any Lot at any time. Furthermore, no building shall be permitted on any Lot unless it is erected on a solid foundation of brick or masonry from the ground level to the first floor level.

Section 4.10. Driveways. Driveways and walkways shall be constructed of concrete, brick or other suitable hard-top surface with a minimum thickness of four inches or as approved by the ACC. If any driveway is to cross a drainage ditch, the Owner will be required to install, at his own expense,

all necessary culverts and coverings prior to the commencement of any other construction on the Lot. The installation of the culvert and any covering must be approved by the ACC.

Section 4.11. Drainage. No owner shall do or permit any work, construct any improvements, place any landscaping or suffer the existence of any condition whatsoever which shall alter or interfere with the drainage pattern of the Property, except to the extent such alteration and drainage pattern is approved in writing by the Declarant, and except for the rights reserved to Declarant to alter or change the drainage patterns.

Section 4.12. Continuity of Construction. All structures approved by the ACC must be completed insofar as the exterior finish is concerned within 12 months from the date of issuance of a building permit for said structure. The ACC may waive this requirement if construction delays have been caused by strikes, war, fire, or acts of God which render the completion of construction within such time impossible. All improvements commenced on the Property shall be prosecuted diligently to completion and shall be completed within 12 months of commencement, unless an exception is granted in writing by the ACC. If an Improvement is commenced and construction is then abandoned for more than ninety (90) days or if construction is not completed within required 12 month period, then after notice and hearing as provided in the By-Laws, the ACC may impose a fine of not less than One Hundred ($100.00) Dollars per day on the Owner of the Lot. Furthermore, prior to occupancy of the dwelling or within one year after the issuance of a Building permit , the lot owner shall have his property sown in grass and have planted foundation plantings around the dwelling and other accessory buildings in accordance with the proposed landscaping plans previously submitted and approved.

Section 4.13. *Reconstruction*. Any building on any Lot which is destroyed in whole or in part by fire, windstorm, flood or other Act of God must be rebuilt, or all debris from such building removed and the Lot restored to the condition it was in prior to commencement of construction of such building with reasonable promptness; provided, however, that any such reconstruction must be commenced within 3 months from the date of such destruction or if no reconstruction is to occur, then all such debris must be removed and the Lot restored to its prior condition within 2 months of such destruction.

Section 4.14. Construction Traffic. Construction traffic is prohibited on the common area runway, taxiway, and tiedown areas. The failure of a lot owner to prevent construction traffic associated with his lot from entering upon the common area runway, taxiway, and tiedown areas shall make that Lot owner liable for any necessary repairs caused by construction traffic upon these areas. Lot owners shall specifically include a clause in their construction contracts prohibiting contractor equipment from entering upon the common area runway, taxiway, and tiedown areas.

Section 4.15. Hangar Specifications. Each Lot adjoining the taxiway right-of-way may have a hangar for the storage of private aircraft. Such hangar if constructed, must be compatible with the adjoining dwelling unit and will be subject to ACC approval and architectural controls. No hangar shall be erected within the front yard (closer to the street than the front of the dwelling) on any Lot, and only within the rear or side yards unless approved by the ACC. No hangar shall be erected nearer than 15 feet from side Lot lines nor 35 feet from rear Lot lines and must conform with Section 8.1.

All hangars erected, constructed or maintained upon any lot shall be fully enclosed permanent structures and shall not exceed 3600 interior square feet, which size shall include any space allocated for workshop, restroom facilities, storage area or any other purpose. A hangar may be built before the dwelling house only when permitted in writing by the Architectural Control Committee but substantial completion of the dwelling house insofar as the exterior finish is concerned must be accomplished within 12 months from date of issuance of building permits for hangar structure. Any change from the above specifications will require written permission of the ACC.

ARTICLE V
Restrictions and Covenants

Section 5.1 Failing to Comply: In the event the owner of any lot shall fail to comply with any of the below mentioned criteria, or fails to maintain the premises and the exterior of the improvements situated thereon, or permits litter and debris to accumulate on his lot, or allows hedges or other plantings to obscure the view of the street traffic, or fails to comply with any other reasonable fire preventive requirements, the Declarant, through its agents and employees, shall have the right to enter upon such premises and to repair, maintain, rehabilitate and restore the exterior of any improvements situated thereon and/or clean or clear any lot of debris, or take any other steps necessary to remove litter and debris, or take any other steps necessary to meet reasonable fire preventive regulations; provided, however, that the Declarant, or its agents, shall first give written notice to the owner of said lot of its intention to make such repairs or of its intention to perform such clearing, maintenance or rehabilitation work, affording the owner of said lot 30 days in which to make said necessary repairs, maintenance, or clearing work. If at the end of this period the work to be performed has not been done by the owner, then the Declarant, or its agents, shall have the right, as set forth herein, to make such repairs, etc. Nothing herein contained shall be construed to grant to the Declarant or its agents, any right to enter into or inside of any building located on any lot without the consent of the owner thereof. Any costs incurred by the Declarant, or its agents, in enforcing and carrying out of the performance of this paragraph shall be charged against the owner of said lot, and a lien may be created on said lot until the Declarant, or its agents, has been paid in full for all cost incurred.

Section 5.2. Maintenance. All Owners shall keep their Lots, whether occupied or unoccupied, free of all tall grass, dead, diseased or decaying trees, weeds, trash, rubbish, and debris and keep all Lots in a neat and attractive condition. All improvements erected on Lots shall be maintained in a clean neat and orderly condition and in a good state of maintenance and repair.

Section 5.3. Sewage. No discharge, overflow, or accumulation of sewage effluent from any septic tank, drain field or other similar container shall be permitted to exist on any Lot.

Section 5.4 Toxic Disposal Prohibited. Disposal on the site of any substances which may be considered toxic or environmentally sensitive is expressly prohibited. Disposal of any substances which may contaminate the ground water of this subdivision or the surrounding area is prohibited. These substances include, for example, but are not limited to, paints, solvents, cleaning fluids, paint strippers, fuel and oil.

Section 5.5 Unsightly Materials Prohibited. No rubbish, garbage, debris, junk, junk vehicles, or unsightly material shall be deposited on any of the lots at any time except building material during the course of construction on the site. All rubbish, waste, or garbage shall be kept in sanitary containers, and shall be removed from the premises at least once a week. Under no conditions shall the use of incinerators or burning be allowed on this property except during the construction phase. No dismembered aircraft parts nor nonoperative aircraft are to be left about the premises.

Section 5.6. Hazardous Activites. Nothing shall be done or kept on any Lot or in the Common

Area which will increase the rate of insurance on the Common Areas or any other Lot without the prior written consent of the Declarant or the Association. No Owner shall permit anything to be done or kept on his Lot or in the Common Areas which would result in the cancellation of insurance on any part of the Common Areas, or which would be in violation of any law.

Section 5.7. Nuisance. No noxious or offensive activity shall be conducted upon any Lot or in any dwelling nor shall anything be done thereon or therein which may be or may become an annoyance or nuisance to the neighborhood.

Section 5.8. Outside Toilets. Outside toilets or privies are expressly prohibited, except where required for construction purposes.

Section 5.9. Wall Hangings. An Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of his Dwelling or exterior buildings which may adversely affect the appearance of Chandelle without the prior written approval of the Architectural Control Committee.

Section 5.10. Children. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Development and including full compliance by them with this rule and with all other rules and regulations of the Association. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing any recreational facility. In order to control the overall appearance of the community, no swing sets, playsets, sandboxes, basketball backboards, tree houses, animal houses or animal pens shall be erected so as to be visible from any roadway or adjoining property, unless approved in advance by the ACC.

Section 5.11. Pets. Pets and other animals shall neither be kept nor maintained in or about the properties except in accordance with the following. Commercial breeding or feeding of horses, cattle, goats, hogs, sheep or poultry; the operation of a commercial dairy; dog boarding kennel or veterinary hospital; and the operation of a commercial livery or boarding stable for horse; or a riding academy; and the keeping of any hog or milk cow or horse, are strictly prohibited. It is understood, however, that this restriction shall not be construed to prohibit the keeping of a limit of three (3) domestic animals (canine or feline) for family pleasure, provided that domestic animals must be restrained by fence or other appropriate protective restraint. This restraint should be from the farthest possible point from the adjoining property, and all appropriate measures must be taken by the lot owner to eliminate and prevent offensive odors and any unsightly accumulations from said animals. Noisy animals, such as incessantly barking dogs, must be controlled by their owners. No pet shall be permitted outside of its owners Lot unless attended by an adult or child of more then ten (10) years of age and said pet must be on a lease of reasonable length. At no time are any unattended domestic animals or pets allowed on the runway or taxi-way easements.

Section 5.12. Noise. No Owner shall make or permit any disturbing noises on their Lot by himself or his family, servants, employees, agents, or visitors, nor permit any conduct by such persons that will interfere with the rights, comforts or convenience of other Owners. No Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph,

television, radio or sound amplifier or any other sound equipment, nor conduct any vocal or instrumental instruction, on his Lot in such a manner as to disturb or annoy other residents at any time. There shall be no discharging of firearms or fireworks on the premises.

Section 5.13. Electronic Equipment. No electronic equipment may be permitted in or on any Lot which interferes with the television or radio reception of another Lot.

Section 5.14: Satellite Dish. No awning, canopy, shutter, enclosure, satellite dish or other projection shall be attached to or placed upon the outside wall or roof of any structure or on the Lot, except by the approval of the Architectural Control Committee. Small, inconspicuous satellite dishes will be most compatible.

Section 5.15. Vehicles and Parking. Each Owner shall provide space for parking at least two (2) automobiles on his Lot, within an enclosed garage, prior to the occupancy of any dwelling constructed on such Lot in accordance with reasonable standards established by the Architectural Control Committee. Carports are prohibited. No owners vehicles shall be parked on any street. No boat, motor home, travel trailer, golfcart, boat, other recreational vehicle, or commercial truck, may be stored overnight on any Lot unless the same be within an enclosed garage. Furthermore, no wrecked or junked motor vehicles or vehicles without a current license plate and registration shall be placed upon the premises, and no commercial vehicles shall be parked overnight in the subdivision without the prior written consent of the ACC. No motor vehicle or aircraft of any kind shall at any time be parked or tied down on any of the taxiways, overruns, roadways or rights-of-way, except as permitted by the ACC in writing.

Section 5.16. Fuel Storage. No bulk storage of flammable, combustible or explosive fluids, chemicals or substances shall be allowed in any Dwelling, or on any Lot , or on the Common Areas, except that small quantities of fuels used for common activities such as lawn mowing, BBQ grills and other like activites may be kept when stored in a manner which minimizes the risk of fire or explosion. Lot Owners may not store bulk quantities of fuels used for aviaton purposes on Lots or in buildings. Aviation fuels may be provided in connection with the commercial activity located adjacent to the runway.

Section 5.17. Fences and Hedges. The erection or installation of fences and hedges may be undertaken only with the written approval of the ACC. All fencing shall be located behind the rear building line of the main dwelling; shall be composed of materials other than metal, except that vinyl coated chain link fence may be allowed by the ACC if the fence is built in such a way that it is not visible from any road in the Development, and in no event shall exceed five (5) feet in height. Decorative fences (meaning wooden fencing, split-rail fencing or wooden fencing which has holes in the posts with wood rails running from post to post) and hedges, no more than 36 inches in height, may be permitted in the front or side yards. No fencing of any kind is allowed on any easement, taxiway, or runway. Barbed wire is specifically prohibited.

Section 5.18. Signs. No signs of any character shall be erected, pasted, posted, or displayed upon or about any Lot or part of any Lot, or common Area, without the written permission of the ACC. The ACC shall have the right in its sole discretion to prohibit or to restrict and control the size,

construction, material, wording, location and height of all signs and may summarily remove and destroy all unauthorized signs. Declarant and Lot owners, however, may post temporary "For Sale" or "For Rent" signs on the Properties and these signs must be approved before being put on any Lot. No sign shall be attached to any tree or shrubbery. All signs must be professionally lettered, and may not contain the price of the house or lot. Furthermore, signs used by a builder during construction or informational signs by the Declarant shall be allowed.

Section 5.19. Clothes Lines. No clothing, laundry, or wash shall be aired or dried on any portion of the Lots in an area with a substantial exposure to view from any other Lot or street. Drying areas will be permitted only in locations approved by the Architectural Control Committee and only when substantially protected from view by screening or fencing approved by the Architectural Control Committee.

Section 5.20. Flag Poles: Flag Poles are permitted, provided the pole is not more than 15 feet in height, unless otherwise approved by the Architectural Control Committee.

Section 5.21. Antennas. No radio or television aerial or antenna or any other external electronic equipment or devices may be installed or maintained on any exterior of any structure erected on a Lot unless the location, size, and design has been approved by the ACC. Said antennae or equipment shall be subject to FAA and FCC regulations concerning obstructions placed in the vicinity of airports. Furthermore, all electrical, telephone, other other utility lines shall be run underground.

Section 5.22. Outdoor Lighting. One or more hospitality light standards, of a design approved by the ACC, may be located within the front yard of any Owner's property. Any outdoor lighting positioned and installed by a lot owner shall be of such a nature and type so as not to present a hazardous or confusing condition to night air operations which may be conducted from said airport and be shaded so as not to create a nuisance to any other lot owner.

Section 5.23. Window Units: No window air conditioning unit shall be installed without the consent of the ACC.

Section 5.24. Mail Boxes. Each dwelling shall have a standard house number, mail box, and paper box with a design and location approved by the ACC.

Section 5.25. Swimming Pools. No non-permanent or "above ground" pools may be placed, maintained or kept on any Lot.

Section 5.26. Artificial Vegetation, Exterior Sculpture, Exterior Statuary ,Etc. No artificial vegetation or plastic animal decorations, such as pink flamingos, etc., shall be permitted on the exterior of any property. Exterior sculpture, fountains, bird baths, bird houses, and similar items must be approved by the ACC, if visible from the front of any Lot or any adjoining street.

Section 5.27. Mining. No boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, or gases shall be conducted on the Property.

Section 5.28. Trees. Trees having a diameter of four inches or more (measured four feet from ground level) may not be removed without the prior approval of the Architectural Control Committee. All requests for approval of tree removal shall be submitted in writing.

Section 5.29. Wells and Water Removal. No wells shall be drilled, dug or installed except with the approval of the ACC.

Section 5.30. Access. There shall be no overland vehicular access to any Lot except from designated roads and taxi-ways lying within the Common Areas. The Declarant, its agents or employees shall have access to each Lot from time to time during reasonable working hours, upon oral or written notice to the Owner, as may be necessary for the maintance, repair or replacement of any portion of the Common Areas, or facilities situated upon such Lot which serve another Owner's Lot. The Declarant or its agent shall also have access to each Lot at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Areas or another Lot.

Section 5.31. Amendments to Regulations. Reasonable regulations governing the use of the Common Areas and external appearance of all structures erected on the Lots may be made and amended from time to time by the Declarant or the Architectural Control Committee; provided, however, that all such regulations and amendments thereto shall be approved by a majority vote of the Directors of the Owners Association before the same shall become effective.

Section 5.32. Waterfront Areas and Waterways. Any Lot which shall abut any lake, stream and pond shall be subject to the following restriction;

(a) The use and access to the inland lakes and lake front areas shall be restricted to the water front lot owners only.

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ARTICLE VI
Aircraft & Hangar Restrictions, and Parking

Section 6.1. Hangar & Tie-Down Space for Private Use Only. The airplane hangar or tie-down space on each lot shall be limited to strictly private use and only by the owner of the property on which the hangar or tie-down space is located except as permitted herein. No person who is not a member of the Owners Association shall be permitted to store, tie-down, or hangar any aircraft on Chandelle property without the express written permission of the Board of Directors. The Board of Directors will have the authority to specify the terms and conditions under which a non member's aircraft may be stored hangared or tied down.

Section 6.2. Aircraft Hangars. All hangars are subject to the Architectural Control Committee approval, and must be architecturally compatible with the primary structure on the Lot. All aircraft hangars must be constructed in conjunction with or subsequent to the construction of a residence. Hangars may be detached from or attached to a primary structure in accordance with local building regulations. Specifically, hangars shall be detached from the living area with a minimum of five (5) feet between the buildings including overhanging construction, unless approved fire proofing of the hangar removes risk of house damage from a fire within the hangar lasting for one hour or less.

Section 6.3. Two or More Aircraft. If two or more aircraft are owned by lot owner, one additional aircraft, not stored in a hangar, may be secured with tie downs adequate for the size and weight of the aircraft. Until a dwelling and hangar are under construction or built, no aircraft shall be tied down overnight on the lot. The one tied-down aircraft must be in airworthy condition as defined by current Federal Aviation Regulations (FAR's) except as permitted by the Board of Directors in writing.

Section 6.4. Unattended Aircraft. No aircraft shall be parked on any part of the runway, taxi-way or easements and all aircraft parked or left for any period of time unattended within Lots shall be securely tied down. If any aircraft is found within any Lot, not tied down and unattended, the Board of Directors or its agents may, but are not obligated to secure it at the expense of the Owner of said aircraft.

Section 6.5. Run-ups. All aircraft "run-ups" shall be done only in designated areas. "Run-ups" and testing of engines within residential areas should be limited to the hours of 8:00 am and 6:00 pm. But in any event the "run-up" shall not be done in such a manner as to cause inconvenience or damage to the property of others.

Section 6.6. Stunt Flying. No low-level flying stunts nor other hazardous activities will be permitted about the subdivision. Each Owner is required to strictly observe all Federal, State, and Local Statutes, Regulations or Ordinances relative to the operation of civil aircraft.

Section 6.7. Aircraft Size. No aircraft with gross weight exceeding 10,000 lbs., and no jet aircraft may operate on the taxiways, easements, or runways without written permission of the ACC. The aircraft owner's manual specifications will be the source of the aircraft weight, and if no copy of the owner's manual is available, "Jane's Encyclopedia of Aviation" or equivalent reference manual may

be used.

Section 6.8. Speed Limits. Aircraft shall taxi at less than 15 miles per hour on all taxiways. Pilots are cautioned to avoid increasing engine RPM to high levels as part of our noise abatement program and to avoid blowing sand and dirt on following aircraft and in residential areas.

Section 6.9. Taxi-Way Courtesy. Moving aircraft shall have the right of way at all times. Automotive traffic must yield at all taxiways crossings and on dual purpose streets. No taxiways other than those designated by Declarant as combination street/taxiways shall be used by any vehicle other than aircraft or aircraft service vehicles, unless pursuant to a valid access permit granted by the Association. No aircraft shall have a right of way on taxiways, and all aircraft on taxiways must anticipate use of passing areas for approaching aircraft.

Section 6.10. Commercial Business. No commercial aircraft business shall be permitted on a Lot.

Section 6.11. Storing Parts. There shall be no storage of dismantled or disabled aircraft on the Lots or the Common Areas. Aircraft being repaired and aircraft parts must be kept within an enclosed hangar building which has been approved by the Architectural Control Committee. Parts of aircraft, including but not limited to, fuselages, wings, engines, horizontal and vertical stabilizers, ailerons, rudders, landing gear and spare parts may not be stored in yards where visible from the street, taxiway, or adjoining lots, but must be stored inside the hangar or other building approved by the ACC.

THIS DOCUMENT
MARGINAL
FOR IMAGING

ARTICLE VII
Runway Assurances and Operations

Section 7.1. Continued Operation. Inasmuch as Chandelle subdivision is developed for individuals involved in the sport and hobby of aviation, every purchaser, lessee or grantee of any property now or hereafter subject to this declaration, by acceptance of a deed, lease or other conveyance thereof, thereby agrees that, the runway and taxiway shall remain and be maintained as such until such time as 90% of the Lot owners consent to its dissolution or its operation is interrupted or terminated by local, state or federal authorities. The Declarant warrants that the runway in existence on the property as of this date will continue to be operated as such.

Section 7.2. Complaints. As this is an aviation community, owners understand, and agree, that lot owners, their heirs, or assigns relinquish any right to complain, object, or take any legal remedies to stop aviation related activities in the Development.

Section 7.3. Control of Runway. The Declarant and Association shall have the right to control the use of the runway and taxiway and may prohibit the use of the runway or taxiway by any aircraft deemed unsafe to either the life or health of individuals or the condition and maintenance of the field by virtue of its size, design or state of repair.

Section 7.4. Control of Airport Grounds and Operation. The Declarant and Association shall have the right to make rules and regulations relative to the easements, taxiway, runway, air traffic patterns around the airport, grounds and related facilities, affecting the use of said premises, and all lot owners agree to comply with said rules and regulations and are subject thereto, including any such rules and regulations that may be added from time to time.

Section 7.5. Withholding of Use. The Declarant and Association shall have the right to withhold from, restrict, or charge an individual assessment for the use of the Common Area, including the runway, to any Owner:

a) who is in default in the payment of any assessment fee, or

b) who, in the judgement of the Declarant or the Owners Association, uses the Common Areas or his aircraft in a negligent manner or in a manner harmful to the rights of other users; or

c) who, in general, violates the published rules and regulations of the Association.

Section 7.6. Limitation of Declarant's Obligations. It is expressly understood and agreed that the establishment of the Common Areas or the declaration of these restrictions does in no way place a burden of affirmative action on the Declarant to make any of the improvements noted herein, or extend to the grantee any service of any kind.

ARTICLE VIII
Easements and Setbacks

Section 8.1. Setback Requirements. No house or building may be constructed within 75 feet of the centerline of any designated street or within 75 feet of any taxiway or runway boundary, except on lots 1-20, 24-28 and 32-34 where the setback is 30 feet from the centerline of the taxiways established along the rear and side lot lines as shown on the plat. For all lots the building setback line is 15 feet from any side lot line and 35 feet from any rear lot line. A 40 foot clear zone easement shall be established along all lot lines facing runways or taxiways where no aircraft may be parked; no trees or other obstacles are allowed in this area. A 5 foot easement along all sides of all lots and along all sides adjoining any designated street are reserved for underground utility and or drainage purposes. The established setbacks may be varied by the ACC following prescribed methods.

Section 8.2. Access. Owners of lots # 1-38 shall be and are herewith granted and conveyed a right of ingress and egress by way of a permanent easement from their lots onto the runway and taxiway, said easement to be for the use of the aircraft operated by the lot owners and their authorized guests. This easement is solely limited to aircraft traffic, to the exclusion of all other vehicular traffic unless specifically authorized by permit. Some of the easements are established along the rear and side lot lines as shown on the plat.

Section 8.3. During Construction. During the development period, the Declarant or its agent reserves a blanket easement and right on, over and under the ground within the Property to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary, following which the Declarant or its agent shall restore the affected property to its original condition as near as possible. The Declarant or its agent shall give reasonable notice of intent to take such action to all affected Owners, unless, in the opinion of the Declarant or its agent, any emergency exists which precludes such notice. The Declarant or its agent, however, in the exercise of such easement rights shall not disturb any living dwelling or other substantial improvement upon any property.

Section 8.4. Maintenance. In order to implement effective insect and woods fire control, the Declarant reserves for itself and its agents the right to enter upon any lot on which a residence has not been constructed and upon which no landscaping plan has been implemented (with prior written approval of the ACC for such plan), such entry to be made (at the expense of the Owner of the Lot) by personnel with tractors or other suitable devices for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, or other unsightly growth, which in the opinion of the Declarant detracts from the overall beauty, setting and safety of the Property. Such entrance shall not be deemed a trespass. The Declarant and its agents may likewise enter upon such land to remove any trash which has collected on such Lot without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Declarant to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

ARTICLE IX
Insurance

Section 9.1. **By the Declarant or Association**. The Declarant or Association or its duly authorized agent shall have the right and power to obtain insurance to the extent reasonably available for all improvements on the Common Areas against loss or damage in an amount sufficient to cover 100 percent (100%) of the replacement cost of any repair or reconstruction work in the event of damage or destruction from any reasonable hazard, and shall also obtain a broad form public liability policy covering all Common Areas and activities of the Declarant. In the event of damage or destruction to property insured by the Declarant by fire or other casualty, the Declarant or its agent shall, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good a condition as formerly enjoyed. In the event the insurance proceeds are insufficient to pay all costs of repairing or rebuilding of such destroyed improvement, the Declarant or its agents shall levy a special assessment against all Owners to make up such deficiency. In the event the insurance proceeds exceed the cost of repair, the excess proceeds shall be distributed to the respective Owners and Mortgagees as their interests appear.

Section 9.2. **Liability Insurance by Declarant or Association**. The Declarant or Association shall have the right and power to obtain a comprehensive policy of public liability insurance insuring the Association and its Members for all liability for property damage, bodily injury or death in connection with the operation, maintenance and use of the Common Area within Chandelle Properties..

Section 9.3. **By the Owner**. It shall be the individual responsibility of each owner to provide, as he sees fit, insurance on the improvements on his Lot in the event of damage or destruction from all reasonable hazards. Each Owner shall provide as he sees fit homeowners liability insurance, theft and other insurance covering personal property damage or personal liability loss.

Section 9.4. **Aircraft Liability Insurance**. Every Owner or user of a certified aircraft, experimental aircraft or ultralight vehicle which is based on the Property shall provide the Declarant or the ACC or their agent with a current Certificate of Insurance for aircraft liability before they can use the runway. Failure to provide the Certificate of Insurance and to maintain such insurance shall result in the automatic suspension of the Owner or user's right to use the Common Area including the runway.

ARTICLE X
Right of First Refusal

Section 10.1. Applicability. Except for sales and conveyances by the Declarant, no unimproved Lot may be sold by any Owner except in compliance with the provisions of this Article.

Section 10.2. Right of First Refusal. In the event any Owner receives a bona fide written offer from a third party to purchase his unimproved Lot, such Owner shall immediately notify the Declarant of such offer and shall forward a copy of said written offer, together with the name and address of the offeror, to the Declarant. Upon receipt of said notice, Declarant shall have fifteen (15) days to notify such Owner that it desires to purchase his Lot on the same terms and conditions as set forth in the offer. If Declarant notifies such Owner of its desire to purchase the Lot, then Owner shall convey the Lot to the Declarant according to the provisions of Section 10.3 below. In the event that the Declarant elects not to purchase the Lot or fails to notify the Owner of their decision within such fifteen (15) day period, then the Owner may sell the Lot to the third party offeror on terms and conditions no less favorable to the Owner than those set forth in the original offer; provided, however, that if such sale and conveyance does not take place to the original third party offeror within one hundred twenty (120) days after Declarant's failure to exercise its right of first refusal. Then the Lot shall again become subject to the terms and conditions of this Article X. Any conveyance by an Owner to third party offeror shall be subject to the terms and conditions of this Declaration.

Section 10.3. Transfer to Declarant. In the event that Declarant exercises its right of first refusal pursuant to Section 10.2 hereof, the closing of the conveyance of such Lot shall occur as provided in the third party offer. At the closing, Declarant shall make such payments in cash, by a promissory note, or otherwise to the Owner as described in the third party offer. Owner shall deliver to the Declarant a general warranty deed conveying the Lot free and clear of all exceptions except as may be set forth in the written offer and subject to this Declaration. In the event the closing occurs after the death of an Owner, Declarant may, in its discretion, require the personal representative of the Owner to post such bonds or other assurances as the Declarant may deem reasonable in order to protect the Declarant from any loss which might be caused by the failure to pay any federal or state inheritance tax or the failure to pay the claims of any creditors who may have a lien on the Lot superior to Declarant's rights as a purchaser of said Lot.

Section 10.4. Death of an Owner. The personal representative, heirs, successors and assigns of any Owner who dies while owning any Lot shall become an Owner subject to the terms and conditions of this Declaration and any subsequent sale, transfer, and conveyance of such Lot shall be governed by the provisions of this Article X.

ARTICLE XI
Maintenance Assessments

Section 11.1. Creation of the Lien and Personal Obligation for Assessments. Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed, is deemed to covenant and agree to pay to the Association:

(a) Annual assessments or charges as provided in this Declaration for the purpose of funding the maintenance fund.

(b) Special assessment for capital improvements and other purposes as stated in this Declaration; such annual and special assessments to be fixed, established and collected from time to time as provided below.

(c) Default assessments which may be assessed against an Owner's Lot pursuant to the Chandelle Documents for failure to perform an obligation under the Chandelle Documents or because the Association has incurred an expense on behalf of the Owner under the Chandelle Documents. The annual, special and default assessments, together with interest, costs and reasonable attorney's fees, shall be a charge upon the land and shall be a continuing lien upon the Lot against which each such assessment is made until paid. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due.

Section 11.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and occupants of Chandelle and for the improvement and maintenance of the Common Area, including but not limited:

(a) to keep the Common Areas clean and free from debris and to maintain any amenities located thereon in a clean and orderly condition, to maintain the landscaping thereon in accordance with the highest standards for private parks including any necessary removal and replacement of landscaping, and to repair, replace, and provide for additions to the improvements as stated in the Chandelle Documents.

(b) to pay all taxes, if any, levied against the Common Areas and any properties owned by the Association.

(c) to install and maintain any light fixtures along roads and streets in the Development to provide street lighting therefore, as may be approved by the Association.

(d) to erect and maintain entrance signs at the entrances to the Development and signs on the Common Areas, said signs to be of standard construction and quality.

(e) to pay the premiums on all hazard insurance carried by the Association on the Common Areas and all public liability insurance carried by the Association pursuant to the By-Laws.

(f) to provide such security services as may be deemed reasonably necessary for the protection of the Common Areas from theft, vandalism, fire and damage from animals.

(h) to provide such garbage removal services as may be approved by the Association for all Lots.

Section 11.3. Date of Commencement of Annual Assessment; Due Dates. The annual assessments shall commence as to all Lots on January 1, 1998. Upon the sale of a Lot by Declarant to a new Owner, the annual assessments shall commence as to that Lot on the first day of the month

following the conveyance of the Lot to the new Owner. In that case, the first annual assessments shall be prorated according to the number of months remaining in the calendar year. The initial assessment shall be 400 Dollars per Lot. Upon the platting and recordation of a Lot by Declarant, the annual assessments shall commence as to that Lot on the first day of the month following platting and recordation.

Section 11.4. Calculation and Apportionment of Annual Assessments. Beginning January 1, 1998, the Board of Directors shall prepare a budget by April 15 of each year estimating its net cash flow requirements for the next year and an estimate of the assessments to be charged each Owner, and the Board shall distribute the proposed budget to the Owners. On or before April 30 of each year, the Board shall approve the budget in final form and shall determine, levy and assess the Association's annual assessments for the approaching year. Each budget shall include funds for establishing and maintaining reserves for periodic repairs, replacement and maintenance of any improvements on the open space and Common Area which must be replaced on a periodic basis, and for taxes, capital improvements, deficiencies for the prior years maintenance fund and other purposes, and shall include any expected income and surpluses from the prior year's fund.

Section 11.5. Special Assessments. In addition to the annual assessments authorized in Section 11.1 above, the Board of Directors may levy in any fiscal year one or more special assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a described capital improvement on the open space or Common Area, including the necessary fixtures and personal property related thereto, or to make up any shortfall in the current year's budget. Notice of the amount and due dates for each special assessment must be sent to each Owner at least (30) days prior to the due date.

Section 11.6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, except that the Board may provide for a reduced assessment to be paid by those Lot Owners whose property is undeveloped; provided, however, that the Owners of undeveloped Lots are assessed on a uniform basis. All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent assessments.

Section 11.7. Owner Liability. No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot. No diminution or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or the By-Laws or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

Section 11.8. Default Assessments. All monetary fines assessed against an Owner pursuant to the Association documents, or any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Association documents, shall be a default assessment and shall become a lien against such Owner's Lot which may

be foreclosed or otherwise collected as provided in this Declaration. Notice of the amount and due date of such default assessment shall be sent to the Owner subject to such assessment at least thirty (30) days prior to the due date.

Section 11.9. **Effect of Non-payment of Assessment; Lien; Remedies of Association.** Any Association installment, whether pertaining to an annual, special or default assessment, which is not paid within thirty (30) days of its due date shall be delinquent. In the event that an assessment installment becomes delinquent, the Association, in its sole discretion may take any or all of the following actions:

(a) Enforce a Late charge as provided in Section 8.2 (h) of the By-Laws.
(b) Assess a late charge of at least 15% per delinquency.
(c) Assess an interest charge from the date of delinquency at the rate per annum of 2 points above the prime rate charged by the Association's bank or such other rate as shall have been established by the Board of Directors.
(d) Suspend the voting rights of the Owner during any period of delinquency.
(e) Accelerate all remaining assessment installments for the fiscal year in question so that unpaid assessments for the remainder of the year shall be due and paid at once.
(h) Bring legal action against any owner personally obligated to pay the delinquent installments.
(i) File a statement of lien with respect to the Lot, and foreclose as set forth below:

The Association may file a statement of lien by recording with the Clerk of Court's office of Spartanburg County, South Carolina, a written statement with respect to the Lot, setting forth the name of the Owner, the legal description of the Lot, the name of the Association, and amount of the delinquent assessments then owing, which statement shall be duly signed and acknowledged by the President or Vice-President of the Association or by the Manager, and which shall be served upon the Owner of the Lot by mail to the address of the Lot or at such other address as the Association may have in its records for the Owner. Thirty (30) days following the mailing of such Notice, the Association may proceed to foreclose the statement of lien in the same manner as provided for foreclosure of mortgages under the statutes of the State of South Carolina. Such lien shall be in favor of the Association and shall be for the benefit of all other Owners. In a foreclosure action, the Association shall be entitled to recover as a part of the action the interest, costs and reasonable attorney's fees with respect to the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. The remedies herein provided shall not be exclusive and the Association may enforce any other remedies to collect delinquent assessments as may be provided by law.

Section 11.10. **Successor's Liability for Assessments.** In addition to the personal obligation of each Owner to pay all assessments thereon and the Associations's perpetual lien for such assessments, all successors to the fee simple title of a Lot, except as provided in Section 11.11 below, shall be jointly and severally liable with the prior Owner or Owners thereof for any and all unpaid assessments, interest, late charges, cost, expenses and attorney's fees against such Lot without prejudice to any successor's right to recover from any prior Owner any amounts paid by such successor. The liability of a successor shall not be personal and shall terminate upon termination of such successor's fee simple interest in the Lot. In addition, such successor shall be entitled to rely on

the statement of the status of the assessments issued by or on behalf of the Association under Section 11.14 below.

Section 11.11. Subordination of the Lien. The lien of the assessments provided for in this Declaration shall be subordinate to the lien of any first mortgage. The lien of the assessments shall be superior to and prior to any homestead exemption provided now or in the future by laws of the State of South Carolina. No sale or transfer of any Lot pursuant to a decree of foreclosure or by a Public Trustee's foreclosure or any other proceeding or deed in lieu of foreclosure for the purpose of enforcing a first mortgage shall extinguish the lien of such assessments as to installments which become due prior to such sale or transfer, and the amount of such extinguished lien may be reallocated and assessed to all Lots as a common expense at the direction of the Board of Directors. No sale or transfer shall relieve the purchaser or transferee of a Lot from liability for, nor the Lot from the lien of any assessments made after the sale of transfer.

Section 11.12. Notice of Action. Any First Mortgagee which makes a prior written request to the Secretary of the Association and furnishes its name and address in the legal description of the Lot in which it has an interest to the Secretary shall be entitled to timely written notice of any delinquency in payment, special or default assessment levied against the Lot encumbered by its first mortgage. In addition, any such First Mortgage shall be entitled to cure such delinquency and obtain a release from the lien imposed or perfected by reason of such delinquency.

Section 11.13. Exempt Property The following portions of the property shall be exempt from the assessments, charges and liens created under this Declaration:

(a) All properties and other interests therein dedicated and accepted by Spartanburg County and devoted to public use.

(b) All utility easements, the open space and Common Area.

Section 11.14. Statement of Status of Assessments. Upon ten (10) days written notice to the Treasurer of the Association or the Manager and payment of a reasonable fee set by the Association from time to time, any Owner, prospective purchaser or mortgagee of a Lot shall be furnished a statement of the account for such Lot setting forth:

(a) The amount of any unpaid assessments (whether annual, special or default assessments), interest, late charges, costs, expenses and attorney's fees then existing against a particular Lot,

(b) The amount of the current periodic installments of the annual assessments and the date through which they are paid,

(c) Any other information deemed proper by the Association. The information contained in such statement when signed by the Treasurer or Manager, shall be conclusive upon the Association as to the person or persons to whom such statement is issued and who rely upon it in god faith.

Section 11.15. Failure to Assess. The omission or failure of the Board to fix the assessment amounts or rates or to deliver or mail to each Owner an assessment notice shall not be deemed a waiver, modification or release of any Owner from the obligation to pay assessments. In such event, the Owner shall continue to pay annual assessments on the same basis as for the last year for which an assessment was made until a new assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Association.

ARTICLE XII
Duration and Amendments

Section 12.1 Term. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty-five (25) years from the date of this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change covenants and restrictions, in whole or in part, or to terminate the same.

Section 12.2 Amendments. So long as it has the right to appoint a majority of the Board of Directors, the Declarant shall have the right and authority to modify and amend these Covenants and Restrictions without liability or notice to or joinder of any other party provided such modification and amendments do not violate the community development plan, and provided that such amendments do not establish covenants and restrictions which are less restrictive than those contained in said plan. No house, hangar, garage, tie-down, or pool which is complete or substantially complete at the time of the adoption of an amendment and which conforms to the Covenants and Restrictions prior to such amendment shall be rendered nonconforming by the adoption of an amendment. Any amendment so adopted shall become effective when a certificate thereof executed with the formality of a deed is recorded in the Public Records of Spartanburg County, South Carolina. Amendments to this Declaration may also be adopted by the membership of Chandelle Property Owners Association in the same manner and upon the same vote as required for amendments to the Bylaws of Chandelle Property Owners Association.

After the termination of the Declarant's right to appoint a majority of the Board of Directors, this Declaration may be amended only by the affirmative vote or written consent of Voting Members representing seventy-five (75%) percent of the total votes of the Association. No amendment may remove, revoke or modify any right or privilege of Declarant as specifically provided for in this Declaration of Amendments hereto without the written consent of the Declarant or the assignee of such right or privilege. Any amendment must be recorded in the R.M.C. Office for Spartanburg County, South Carolina.

The consent of at least two-thirds (2/3) of the Class "A" votes and of Declarant, so long as it owns any lands described in the Declaration, as exercised through their Voting Members, shall be required to terminate the Association and to make a material amendment to any provisions of this Declaration or the Articles of Incorporation or to add any material provisions thereto.

The Declarant shall have the right at any time within five (5) years from the date hereof to amend this Declaration to correct scrivener's errors and to clarify any ambiguities determined to exist herein, or to change or add provisions of this Declaration for the purpose of meeting the requirements of governmental agencies, including but not limited to the Federal Housing Administration and the Veterans Administration. Such amendment needs to be executed and acknowledged by the Declarant only, and need not be approved by the Association, the Owners, lienors and mortgagees of Lots, whether or not elsewhere required for amendments. No amendment shall alter the subordination provisions of this Declaration without the prior approval of any mortgagee enjoying such protection.

Section 12.3 Effective on Recording Any modification or amendment shall be immediately effective upon recording in the R.M.C. Office for Spartanburg County, South Carolina, a copy of such amendment or modification, executed and acknowledged by the necessary number of Owners (and by Declarant, as required), together with a duly authenticated Certificate of the Secretary of the Board stating that the required number of consents of Owners were obtained and are on file in the office of the Association.

Section 12.4 Revocation. This Declaration shall not be revoked except as provided in Article XIV regarding total condemnation without the consent of all of the Owners in a written instrument duly recorded.

ARTICLE XIII
Enforcement of Covenants

Section 13.1 Violations Deemed a Nuisance. Every violation of this Declaration or any of the other Chandelle Documents is deemed to be a nuisance and is subject to all the remedies provided for the abatement of the violation. In addition, all public and private remedies allowed at law or in equity against anyone in violation of these Covenants shall be available.

Section 13.2 Compliance. Each Owner or other occupant of any part of the Property shall comply with the provisions of the Chandelle Documents as the same may be amended from time to time.

Section 13.3 Failure to Comply. Failure to comply with the Chandelle Documents shall be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both. Reasonable notice and an opportunity for a hearing as provided in the By-Laws shall be given to the delinquent party prior to commencing any legal proceedings.

Section 13.4 Who May Enforce. Any action to enforce the Chandelle Documents may be brought by Declarant or the Board or the Manager in the name of the Association on behalf of the Owners. If, after a written request from an aggrieved Owner, none of the foregoing persons or entities commences an action to enforce the Chandelle Documents, then the aggrieved Owner may bring such action.

Section 13.5 Remedies. In addition to the remedies set forth in this Article XIII, any violation of the Chandelle Documents shall give the Board, the Manager or Declarant, on behalf of the Owners, the right to enter upon the offending premises or take appropriate peaceful action to abate, remove, modify or replace, at the expense of the offending Owner, any structure, thing or condition that may exist thereon contrary to the interest and meaning of the Chandelle Documents. If the offense occurs on any easement, walkway, Common Area or the like, the cure shall be at the expense of the Owner or other person responsible for the offending condition.

Section 13.6 Non-exclusive Remedies. All the remedies set forth herein are cumulative and not exclusive.

Section 13.7 No Waiver. The failure of the Board of Directors, Declarant, the Manager, the ACC or any aggrieved Owner to enforce the Chandelle Documents shall not be deemed a waiver of the right to do so for any subsequent violations or of the right to enforce any other part of the Chandelle Documents.

Section 13.8 No Liability. No member of the Board of Directors, Declarant, the Manager, the ACC or any Owner shall be liable to any other Owner for the failure to enforce any of the Chandelle Documents.

Section 13.9 Recovery of Costs. If legal assistance is obtained to enforce any of the provisions of the Chandelle Documents, or in any legal proceeding (whether or not suit is

brought) for damages or for the enforcement of the Chandelle Documents or the restraint of violations of the Chandelle Documents, the prevailing party shall be entitled to recover all costs incurred by it in such action, including reasonable attorney's fees as may be incurred, or if suit is brought, as may be determined by the Court.

ARTICLE XIV
Principles of Interpretation

Section 14.1 Severability. This Declaration, to the extent possible, shall be construed or reformed so as to give validity to all of its provisions. Any provision of this Declaration found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating any other part hereof.

Section 14.2 Construction. In interpreting words in this Declaration, unless the context shall otherwise provide or require, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

Section 14.3 Headings. The headings are included for purposes of convenient reference, and they shall not affect the meaning or interpretation of this Declaration.

Section 14.4 Registration of Mailing Address. Each Member shall register his mailing address with the Secretary of the Association from time to time, and notices or demands intended to be served upon or given to a Member shall be personally delivered or sent by mail, postage prepaid, addressed in the name of the member at such registered mailing address.

Section 14.5 Notice. All notices or requests required shall be in writing. Notice to any Member shall be considered delivered and effective upon personal delivery or three (3) days after posting, when sent by certified mail, return receipt requested, to the address of such Member on file in the records of the Association at the time of such mailing. Notice to the Board, the Association, the ACC or Manager shall be considered delivered and effective upon personal delivery or three (3) days after posting, when sent by certified mail, return receipt requested, to the Association, the Board, the ACC or the Manager at such address as shall be established by the Association from time to time by notice to the Members. General notices to all Members or any classification thereof need not be certified, but may be sent regular first class mail.

Section 14.6 Waiver. No failure on the part of the Association, the Board or the ACC to give notice of default or to exercise delay in exercising any right or remedy shall operate as a waiver, except as specifically provided above in the event the board or the ACC fails to respond to certain requests. No waiver shall be effective unless it is in writing, signed by the President or Vice-president of the Board on behalf of the Association, or by the Chairman of the ACC on behalf of the ACC.

Section 14.7 Limitation of Liability on Indemnification. The Association shall indemnify every officer, director and committee member against any and all expenses, including trial and appellate attorney's fees and costs reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer of director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that

such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association may, as a Common Expense, maintain adequate general liability insurance and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 14.8 Conflicts Between Documents. In case of conflict between this Declaration and the Articles of Incorporation or the By-Laws or the Covenants, this Declaration shall control.. In case of conflict between the Articles of Incorporation or the Covenants and the Architectural Guidelines, the Architectural Guidelines shall control.

Section 14.9 Indemnity for Damages. Each and every Owner and future Owner, in accepting a deed or contract for any Lot subject to these restrictions, agrees to indemnify Declarant for any damage caused by such Owner, or the contractor, agent or employees of such Owner, to roads, streets, gutters, walkways or other aspects of public ways, including all surfacing thereon, or to water, drainage or storm sewer lines, or sanitary sewer lines, or other utilities such as telephone, cable television, electricity or gas lines.

Section 14.10 Assignment. The Declarant may assign all or any part of its rights and reservations hereunder to any successor who takes title to all or part of the Property in a bulk purchase for the purpose of development and sale. Such successor shall be identified, the particular rights being assigned shall be specified, and, to the extent required, concomitant obligations shall be expressly assumed by such successor, all in written instrument duly recorded in the R.M.C. Office for Spartanburg County, South Carolina.

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ARTICLE XV
Condemnation

Section 15.1 Rights of Owners. Whenever all or any part of the Common Area shall be taken or conveyed in lieu of and under threat of condemnation by the Board of Directors acting as attorney-in-fact for all Owners under instructions from any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice of the taking, but the Association shall act as attorney-in-fact for all Owners in the proceeds incident to the condemnation proceeding, unless otherwise prohibited by law.

Section 15.2 Partial Condemnation; Distribution of Award; Reconstruction. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If taking involves a portion of the Common Area on which Improvements have been constructed, then, unless within sixty (60) days after such taking Declarant and Owners representing at least sixty-six (66%) percent of the Class "A" votes in the Association shall otherwise agree, the Association shall restore or replace such Improvements so taken on the remaining land included in the Common Area to the extent lands are available therefore, in accordance with the plans approved by the Board of Directors and the ACC. If such Improvements are to be repaired or restored, the provisions in this Article IX above regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after such restoration or replacement is completed, then such award or net fund shall be distributed in equal shares per Lot, first to the Mortgagees and then to the Owners as their interests appear.

Section 15.3 Complete Condemnation. If all of Chandelle is taken, condemned, sold or otherwise disposed of in lieu of or in avoidance of condemnation, then the Association created by this Declaration shall terminate, and the portion of the condemnation award attributable to the Common Area shall be distributed as provided in Section 15.2 above.

ARTICLE XVI
Expansion

Section 16.1 **Reservation of Right to Expand.** Declarant shall expand the effect of this Declaration to include all of the Expansion Property which comes into the possession and control of Declarant. Declarant shall have the unilateral right to transfer to any other person this right to expand by an instrument duly recorded. Declarant shall pay all taxes and other governmental assessments relating to the Expansion Property until expansion.

Section 16.2 **Declaration of Annexation.** Such expansion may be accomplished by recording a Declaration of Annexation in the R.M.C. Office for Spartanburg County, South Carolina, before December 31, 2001, describing the real property to be annexed to the Property, submitting it to the covenants, conditions and restriction contained in this Declaration, designating it as a Project, if the Expansion Property parcel in that instance does in fact constitute a Project, and providing for voting rights and Assessment allocations as provided in this Declaration. Such Declaration of Annexation shall not require the consent of the Owners. Any such expansion shall be effective upon the filing for record of such Declaration of Annexation, unless otherwise provided therein. The expansion may be accomplished in stages by successive supplements or in one supplemental expansion. Upon the recordation of any such Declaration of Annexation, the definitions used in this Declaration shall be expanded automatically to encompass and refer to Chandelle as expanded. Such Declaration of Annexation may add, delete or modify provisions of this Declaration as it applies to the Expansion Property already subject to this Declaration, except as provided in Article XII.

DEED 67A PG 622

BY-LAWS
Chandelle Property Owners Association

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BY-LAWS
Chandelle Property Owners Association

ARTICLE I
Name and Location

Section 1.1 Name and Location. The name of the corporation is Chandelle Property Owners Association, Inc., a South Carolina non-profit corporation. The principal office of the corporation is located in the subdivision of Chandelle in Greer, Spartanburg County, South Carolina, but meetings of the Members and Directors may be held at such places within the State of South Carolina as may be designated by the Board of Directors.

ARTICLE II
Purpose

Section 2.1 Purpose. The specific purposes for which the Association is formed are: to provide for the maintenance, preservation and control of the Common Area which is part of the real property located in Spartanburg County, South Carolina (the "Property"), which has been submitted to the Declaration of Covenants, Conditions, Restrictions and Easements for Chandelle dated _____ __, and recorded on _____, in the R.M.C. Office for Spartanburg County, South Carolina in Deed Book ____at Page ____ (the "Declaration"); and to promote the health, safety and welfare of the Owners within Chandelle.

Section 2.2 Assent. All present and future Owners, their families, present or future tenants, and their guests and invitees, and any other person using the facilities of Chandelle in any manner are subject to the Chandelle Documents, including these By-Laws. The mere acquisition or rental of any lots in Chandelle or the mere act of occupancy of one of the Lots shall constitute ratification and acceptance of these By-Laws.

ARTICLE III
Definitions

Section 3.1 Definitions. The defined terms used in these By-Laws shall have those meanings that the same terms have in the Declaration.

ARTICLE IV
Membership and Voting

Section 4.1 Membership and Voting Rights Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment, except as set forth in Section 4.3 below.

Section 4.2 Voting Rights The Association shall have two classes of voting membership:

Class A. Class A members shall be all Lot Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.
Class B. The Class B member (s) shall be the Declarant, its assigns or successors, and shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership, when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B Membership.

Section 4.3 Associate Membership. In consideration for transfer and dedication to the Association of its interest in the real property which is the Common Area, and for development services rendered in connection with the Property, the Owners of Flight World (the current business operating adjacent to Chandelle Property) are hereby granted an Associate Membership in the Association. The Owner of Flight World may transfer or assign the right to use the Common Area pursuant to the Associate Membership and may receive a fee for that transfer. The Associate Member shall be entitled to use the Common Area for aircraft operations in accordance with the restrictions and regulations as are set forth in the Declaration, the Architectural Guidelines, the Bylaws of the Chandelle Property Owners Association, and in the Rules and Regulations adopted by the Association. The Association shall not be entitled to charge fees or collect assessments from the Associate Member. The Associate Member shall have no right to vote or participate in the operation of the Association. There shall be no rights in or to the real property which is the subject of this Declaration derived by the Associate Member.

Section 4.4 Proof of Membership. Any person or entity, on becoming an Owner of a Lot, shall furnish to the Manager or to the Secretary of the Association a photocopy or a certified copy of the recorded instrument vesting that person or entity with an ownership interest, which instrument shall remain in the files of the Association. An Owner shall not be deemed to be a Member of the Association in good standing and shall not be entitled to vote at any annual or special meeting of Members unless this requirement is first met.

ARTICLE V
Meetings

Section 5.1 Association Meetings, Voting and Proxies. The Association shall have two (2) classes of membership. Class "A" and "B", as more fully set forth in Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

Section 5.2 Place of Meeting. Meetings of the Association shall be held at such suitable place convenient to the Voting Members as may be designated by the Board of Directors either within the Properties or as convenient thereto as possible and practical.

Section 5.3 Annual Meetings. The first meeting of the Association, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. Meetings of the Association shall be of the Voting Members or their alternates, and the voting rights of all Members shall be exercised through the Voting Member. The next annual meeting shall be set by the

Board so as to occur within thirteen (13) months after the initial annual meeting. Subsequent regular annual meetings of the Voting Members shall be held within thirty (30) days of the same day of the same month of each year thereafter at an hour set by the Board. Subject to the foregoing, the annual meeting of the Association shall be held at a date and time as set by the Board of Directors.

Section 5.4 Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by Voting Members representing at least ten (10%) percent of the total votes of the Association. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5.5 Notice of Meetings. Written or printed notice stating the place, day and hour of any meeting of the Association shall be delivered, either personally or by mail, to each voting member entitled to vote at such meeting, not less than ten(10) nor more than fifty (50) days before the date of such meetings, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. If mailed, the notice of the meeting shall be deemed to be delivered when deposited in the United States Mail addressed to the Voting Member at his address as it last appeared on the records of the Association, with postage thereon pre-paid.

Section 5.6 Waiver of Notice. Waiver of notice of the meeting of the Association shall be deemed the equivalent of proper notice. Any Voting Member may, in writing, waive notice of any meeting of the Voting Members, either before or after such meetings. Attendance at a meeting by a Voting Member shall be deemed waiver by such Voting Member of notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting at which proper notice was not given is raised before the business is put to a vote.

Section 5.7 Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Voting Members who are present at such meeting, either in person or by his or her alternate, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Voting Members in the manner prescribed for regular meetings. The voting Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Voting Members to leave less than a quorum, provided that at least twenty-five (25%) percent of the total votes of the Association remain present in person, and provided further that any action taken shall be approved by at least a majority of the Voting Members required to constitute a quorum.

Section 5.8 Voting. The voting and membership rights shall be set forth in the Declaration, and such voting and membership rights provisions specifically incorporated therein.

Section 5.9 Proxies. Voting Members may vote by proxy or through an alternate Voting Member.

Section 5.10 Majority. As used in these By-Laws, the majority shall mean those votes, Owners or other group as the context may indicate, totaling more than fifty (50%) percent of the total number of votes.

Section 5.11 Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by alternate of the Voting Members representing one-third (1/3) of the votes in the Association shall constitute a quorum but will not exist without the presence of Declarant, his heirs, successors and assigns. The Declarant may waive this provision in writing thereto to the Board of Directors after receiving notification of said meeting. Any provision in the Declaration concerning quorums is specifically incorporated herein.

Section 5.12 Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meetings, as well as a record of all transactions occurring thereat.

Section 5.13 Action Without a Meeting. Any action required by law to be taken at a meeting of the Association, or any action which may be taken at a meeting of the Association, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all the Voting Members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Association.

ARTICLE VI
Board of Directors

Section 6.1 Number and Initial Board. The affairs of the Association shall be managed by a Board of from two (2) to nine (9) Directors who shall be appointed as provided under Section 6.2 hereinbelow. The number of the Board of Directors shall be established from time to time by amendment to these By-Laws. The initial number of the Board of Directors shall be three (3). The names and addresses of the three persons who are to initially act in the capacity of Directors until the selection for their successors are:

NAME	ADDRESS
John R. Stewart	445 Crosswind Way , Greer, SC 29651
Raymond M. Clark, Jr.	2830 Cravenridge Dr., Atlanta, Ga. 30319
Doug Cobb	1735 Reidville Rd. Suite 9319, Spartanburg, SC 29301

Section 6.2 Directors During Declarant's Control. The Board of Directors shall be selected by Declarant and shall serve at the sole discretion of Declarant, except as provided in Section 6.4 below. Declarant may surrender its right to select the Board of Directors prior to termination of the Class B membership. The Directors selected by Declarant need not be Members of the Association.

Section 6.3 Nominating Committee. Except with respect to Directors selected by Declarant, nominations for election to the Board of Directors shall be made by a Nominating Committee consisting of a chairman, who shall be a Member of the Board of Directors and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting, and such appointment shall be announced at each such 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 in no event less than the number of vacancies or terms to be filled by vote of the members. Nominations shall be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

Section 6.4 Election of Directors. Directors shall be elected as follows:

(a) **During Class B Membership**. Declarant's unilateral right to appoint Members of the Board of Directors as set forth in Section 6.2 above shall be modified by the right of the Class A Members to elect one or more Class A Directors as follows. Within (30) days of the time that the number of Class A Members other than Declarant is equal to or greater than fifteen (15), the Association will call a special meeting of Members at which the Class A Members shall elect Class A Directors according to the following schedule:

Class A Membership is equal to or greater than:
fifteen (15), representation by one (1) elected Director
thirty (30), representation by two (2) elected Directors
forty-five (45), representation by three (3) elected Directors

The Directors so elected shall be subject to removal only as provided in these By-Laws, and not by Declarant acting alone, and shall be elected for a one-year term or until the next annual meeting of Members thereafter.

(b) **Subsequent to Termination of Class B Membership**. At the first meeting of the Members following the termination of the class B membership, the Members shall elect all the Board of Directors. Any terms of Class A Directors which have not expired shall terminate. At each annual meeting of Members thereafter, Directors shall be elected. There shall be up to nine Directors elected from and representing Chandelle Property Owners. All Members of the Association shall vote upon Directors. The nine candidates receiving the majority vote shall be elected.

(c) **Terms of Office**. The initial terms of the elected Directors shall be fixed at the time of their election as they themselves shall determine in order to establish a system of two (2) year terms in which at least one-half (1/2) of the Board is re-elected in each year. At the expiration of the initial term of office of each respective Director, a successor shall be elected to serve two (2) years. Each director shall hold office until such Director's successor shall have been elected by the Association and qualified.

Section 6.5 Voting Procedures for Directors. Elections for the first three (3) Directors elected by the Association will be conducted pursuant to Section 6.4 (a), unless that Section is rendered inapplicable by surrender by Declarant of its right to select Directors. The first general election of the Board shall be conducted at the first meeting of Members following termination of the Class B

membership. At such election, Members of the Association may cast votes as they are entitled to exercise under the provisions of Section 4.1 above. Voting for Directors shall be by secret written ballot.

Section 6.6 **Removal of Directors; Vacancies**. Directors may be removed and vacancies on the Board may be filled as follows:

(a) **By the Members**. During the term of Class B membership in the Association, any members of the Board of Directors elected by Class A Members may be removed by a majority of votes of the Class A Members, with or without cause, at any regular or special meeting of the Members duly called. Following termination of the Class B membership, any Director may similarly be removed, with or without cause, at any regular or special meeting of the Members, but the votes cast to remove a Director may only represent those Members entitled to vote for a successor. A successor to any Director removed may then and there be elected to fill the vacancy created. A Director whose removal is proposed by the Members shall be given at least, ten (10) days' notice of the date and purpose of the meeting, and shall be given opportunity to be heard at the meeting.

(b) **By the Board**. Any Director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in payment of any Assessment for more than thirty (30) days may be removed by a majority vote of the Directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board. In the event of the death, disability or resignation of a Director, a vacancy may be declared by the Board, and it may appoint a successor. Any Director appointed by the Board shall serve for the remainder of the term such successor was appointed to fill.

Section 6.7 **Compensation**. No director shall receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of such Director's duties.

Section 6.8 **Action Taken Without a Meeting**. The Directors shall have the right to take any action which they could take at a meeting in the absence of a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at the meeting of the Directors.

ARTICLE VII
Meetings of Directors

Section 7.1 **Regular Meetings**. Regular meetings of the Board of Directors shall be held at least quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the board. Should the 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. At all meetings of the Board, the President or in his absence, the chairman chosen by the Directors present, shall preside.

Section 7.2 **Special Meetings**. 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 7.3 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 an act of the Board.

Section 7.4 Waiver of Notice. The transactions of any meetings of the Board of Directors, however called and notice or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 7.5 Telephone Participation. One of more Directors may participate in any regular or special meeting of the Board by telephone conference call and those Directors so participating shall be counted for quorum purposes.

ARTICLE VIII
Powers and Duties of Board of Directors

Section 8.1 General. The Board of Directors shall have the powers and duties necessary for the administration of the business affairs of the Association. The Board of Directors may do all such acts and things as are not by law or by the Articles of Incorporation, these By-Laws or the Declaration directed to be exercised or done by the Members. The Directors shall act only as a Board and the individual directors shall have no power as such.

Section 8.2 Specific Powers and Duties. Without limiting the generality of powers and duties set forth in Section 8.1 above, the Board of Directors shall be empowered and shall have the powers and duties as follows:

(a) To administer and enforce the Covenants, Restrictions, Easement, Aircraft and Runway Operations, Uses, Limitations, Obligations and all other provisions set forth in the Declaration.

(b) To establish, make and enforce compliance with such reasonable rules and regulations as may be necessary for the operation, use and occupancy of Chandelle, with the right to amend same from time to time. A copy of such rules and regulations shall be delivered to or mailed to each Member promptly after adoption.

(c) To keep in good order, condition and repair all the Common Area and all items of personal property, if any, used in the enjoyment of the Common Area. No approval of the Members is required for expenditures for these purposes, except as otherwise required by the Declaration.

(d) To insure and keep insured all the insurable property contained in the Common Area and to maintain casualty and other insurance, all as required by the Declaration.

(e) To fix, determine, levy and collect the prorated annual Assessments to be paid by each of the Members towards the gross expenses of Chandelle, and to adjust, decrease or increase the amount of the Assessments, and to credit any excess of the Assessments over expenses and cash reserves to the Members against the next succeeding Assessment period.

(f) To levy and collect special Assessments whenever, in the opinion of the Board, it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital

expenses, or because of emergencies. All special Assessments shall be in statement form and shall set forth in detail the various expenses for which the Assessments are being made.

(g) To levy and collect default Assessments for violation of the Chandelle Documents or because the Association has incurred an expense on behalf of a Member under the Chandelle Documents.

(h) To collect delinquent Assessments by suit or otherwise and to enjoin or seek damages from an Owner as provided in the Declaration and these By-Laws; to enforce a late charge of not less than One Hundred Dollars and no/100 ($100.00) in connection with any Assessments remaining unpaid more than thirty (30) days from the due date for payment; to collect interest at two(2) points above the prime rate charged by the Association's bank or such other rate set by the Board on unpaid Assessments in accordance with Section 5.8 of the Declaration; and to exercise other remedies for delinquent Assessments as set forth in the Declaration.

(i) To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the Declaration and these By-Laws and to authorize the appropriate officers to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary; provided, however, that the Board shall not borrow more than Fifty thousand and no/100 ($50,000.00) Dollars or cause the Association to be indebted for more than $50,000.00 at any one time without the prior approval of a majority of votes of both classes of membership.

(j) To enter into contracts within the scope of their duties and powers.

(k) To establish a bank account for the operating account of the Association and for all separate funds which are required or may be deemed advisable by the Board of Directors.

(l) To cause to be kept and maintained full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof by Members or their Mortgagee at convenient weekday business hours.

(m) To cause any and all access roads, parking areas and entrances in and to Chandelle and across the Property to be maintained.

(n) To cause the maintenance of the lawn, trees, shrubs and other vegetation, and the sprinkler or other irrigation systems located on the Lots and Common Area for the benefit of the Members.

(o) To delegate to the Manager or any other person or entity such of the Associations's duties or responsibilities as may be more conveniently or efficiently performed by another than by the Association, and to agree to assess to the Members a reasonable fee for such services, except that the duties set forth in Subsections (e), (f), (g), (i) and (j) shall not be so delegated.

(p) To assist the Architectural Control Committee (the "ACC") in the performance of its functions.

Section 8.3 Manager. (a) The Board of Directors may employ for Chandelle, a professional management agent or agents as manager at a compensation established by the Board to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the Manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these By-Laws, other than the powers set forth in Subsection (e), (f), (g), (i) and (j) of Section 8.2 above. Declarant or an affiliate or employee of Declarant may be employed as Manager. (b) No management contract may have a term in excess of three (3) years and must permit termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

Section 8.4 **Accounts and Reports**. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) Accrual accounting, as defined by generally accepted accounting principles shall be employed.

(b) Accounting and controls should conform with established AICPA guidelines and principles. A segregation of accounting duties should be maintained, and disbursements by check shall require two signatures. Cash disbursements shall be limited to amounts of Twenty-five Dollars and no/100 ($25.00) and under.

(c) Cash accounts of the Association shall not be co-mingled with any other accounts.

(d) No remuneration shall be accepted by the Board of Directors or the Manager from vendors, independent contractors or others providing goods or services to the Association, whether in the form of commissions, finder's fees. prizes. gifts or otherwise (except that such persons may be employees of Declarant during the period of Class B membership); anything of value shall benefit the Association.

(e) Any financial or other interest which the Manager or a Member of the Board of Directors may have in any firm (other than Declarant) providing goods or services to the Association shall be disclosed promptly to the Board of Directors.

(f) Commencing at the end of the calendar quarter in which the first Annual Assessment is levied and continuing on a quarterly basis, financial reports shall be prepared for the Board of Directors containing:

(i) An income statement reflecting all income and expense activity for the preceding three (3) months on an accrual basis;

(ii) An account activity statement reflecting all receipt and disbursement activity for the preceding three (3) months on an accrual basis; and

(iii) A delinquency report listing all Owners who have been delinquent in paying the monthly installments of Assessments during the preceding three (3) month period and who remain delinquent at the time of the report, and describing the status of any action to collect such installments which remain delinquent.

(g) A Balance sheet as of the last day of the Association's fiscal year and an operating statement for said fiscal year shall be distributed to the Members. At the written request of an Owner or First Mortgagee, such statements shall be audited at their expense. Any such audited statements shall be delivered to any Owner requesting the report and to the Association upon payment of a reasonable fee for copying.

(h) An account report reflecting the status of all accounts in an "actual" versus"approved" budget format shall be prepared, along with a report reflecting any actual or pending obligations which are in excess of budgeted amounts especially those in excess of the operating reserves or ten (10%) percent of a major budget category (as distinct from a specific line in an expanded chart of accounts) shall be prepared for the Board periodically and available to all Members on an annual basis.

Section 8.5 **Hearing Procedure**. The Board shall not impose a fine, suspend voting rights or suspend any rights of a Member or other occupant for violations of rules and regulations or of the provisions of Chandelle Documents unless and until the following procedure is followed:

(a) **Demand**. Written demand to cease and desist from the alleged violation shall be served upon an alleged violator specifying:

(i) The alleged violation;

(ii) The action required to abate the alleged violation; and

(iii) A time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any additional similar violation may result in the imposition of a sanction after notice and hearing, if the violation is not continuing.

(b) **Notice.** At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is subsequently violated, the Board or its delegate shall serve the violator with written notice of a hearing to be held by the Board. The notice shall contain:

(i) The nature of the alleged violation;

(ii) The time and place of the hearing which time shall not be less than ten (10) days from the giving of the notice;

(iii) An invitation to attend the hearing and produce any statement, evidence and witness on the Member's behalf; and

(iv) The proposed sanction to be imposed.

(c) **Appeal.** The Board may, in its discretion, appoint a Hearing Committee to hear the matter. In such event the above procedure will apply except that either party may appeal the decision of the Hearing Committee to the Board by written notice to the Hearing Committee, the other party and the Board. The Board shall consider the minutes of the hearing and report the decision of the Board within a reasonable period of time not exceeding ninety (90) days after receipt of the notice. The decision of the Board shall be final.

The procedures shall not be necessary in order to impose any sanction or penalty for non-payment of a delinquent Assessment. The ACC shall employ the above procedures before ordering modification or removal of any Improvement erected without its proper consent. Owners shall follow the above procedure in contesting a decision of the ACC, except that instead of employing Subparagraph (a), the aggrieved Owner shall proceed to Subparagraph (b), and the Owner shall give the ACC and the Board notice of the decision appealed from, including a copy of the decision. The Board shall then give the notice of hearing consistent with Subsections 8.5 (b)(i), (ii), (iii) and (iv) above, and the Board shall consider appeals regarding such matters in the manner set forth above.

ARTICLE IX
Officers and Their Duties

Section 9.1 Enumeration of Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer, who shall at all times be Members of the Board of Directors, and such other officers as the Board may from time to time by resolution create.

Section 9.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 9.3 Term. The officers of the Association shall be elected annually by the Board , and each shall hold the office for one (1) year unless he shall sooner resign or shall be removed or otherwise disqualified to serve.

Section 9.4 Special Appointments. The Board 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 may from time to time determine.

Section 9.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified in the notice, and unless otherwise specified in the notice, the acceptance of such resignation shall not be necessary to make it effective.

Section 9.6 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 9.7 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 remaining offices except in the case of special offices created pursuant to Section 9.4 above.

Section 9.8 Duties. The duties of the officers are as follows:

(a) **President**. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments; and shall co-sign all checks and promissory notes.

(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.

(c) **Secretary**. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; 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.

(d) **Treasurer**. 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; keep proper books of account; and shall prepare an annual budget and the financial statements provided for by Section 8.4 above; and deliver or make copies available of each to the Members.

ARTICLE X
Committees

Section 10.1 General. Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by

the Board of Directors.

Section 10.2 Covenants Committee. The Board of Directors may appoint a Covenants Committee consisting of at least three (3) and no more than seven (7) Members. Acting in accordance with the provisions of the Declaration, these By-Laws and resolutions the Board may adopt, the Covenants Committee shall be the hearing tribunal of the Association.

Section 10.3 Architectural Control Committee. The Board of Directors shall appoint an Architectural Control Committee in accordance with the provisions of Article III of the Declaration.

ARTICLE XI
Indemnification

Section 11.1 Indemnification. The Association shall indemnify every Director and officer, or former Director or officer, and their respective successors, personal representatives and heirs against all loss, costs and expenses, including counsel fees reasonably incurred by such person in connection with any action, suit or proceeding to which such person may be made a party by reason of such person's being or having been a Director or officer of the Association, except as to matters as to which such person shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of such persons' duties as such Director or officer. The foregoing rights shall not be exclusive of other rights to which such Director or officer may be entitled. All liability, loss, damage, cost and expense arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as a common expense.

ARTICLE XII
Amendments

Section 12.1 Amendments. These By-Laws may be amended at a regular or special meeting of the Board, by a vote of a majority of a quorum of Directors present in person or by proxy, but amendment of Article VI or XII or any portion of those Articles shall require approval of all Directors. So long as the Declarant owns any Lot, the By-Laws of the Association may not be amended without its written consent.

ARTICLE XIII
Miscellaneous

Section 13.1 Fiscal Year. The fiscal year of the Association shall begin the first day of January and end on the 31st day of December of each year, except that the first fiscal year shall begin on the date of incorporation.

Section 13.2 Conflict of Documents. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

DEED 67A PG 637

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 15th day of December, 1997.

WITNESSES:

Barbara Brandon

Marilyn N. Berry

CSC DEVELOPERS, LLC

By: John R Stewart Jr

Its: Member/Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named CSC Developers, LLC, by and through John R. Stewart Jr its Member/Manager, sign seal and as its act and deed deliver the within written Declaration of Covenants and Restrictions and that he/she with the other witness above named, witnessed the execution thereof.

Marilyn N. Berry

SWORN to subscribed before me this the 15th day of December, 1997.

Barbara Brandon (SEAL)
Notary Public for South Carolina
My Commission Expires: 1-15-2000