Windermere Homeowners Association
Declaration of Covenants, Conditions, and Restrictions
Footnote Clarification Index

This index has been developed to clarify certain "default updates" to the Declaration of Covenants, Conditions, and Restrictions (DoCCR). Each section refers to a "footnote" marked in the HOA Handbook copy. The page number included on the document is for convenience in helping find the footnote in the DoCCR.

a (pg 1) – L. Allen Newman and Doris H. Giles were the developers of Windermere subdivision. As is customary, developers typically turn all rights and authorities over to the Homeowners Association once certain criteria have been met.

Therefore, by default, any reference in the DoCCR to the above now refers to Windermere Homeowner's Association, Inc. and its assigns (i.e. Board of Directors, committees, current Management Company, etc.) or successors.

As of the printing of this document, the current Management Company is:

Roland Management, Inc.
Vince Roland
210A Chestnut Street
Spartanburg, SC 29302
Phone: 864.585.0835
Fax: 864.585.0270—
Email: **vincent@rentalsbymi.com**

b (pg 1) –5. All outbuildings must be vinyl siding, brick, painted or stained wood and conform to and be in harmony with the residence building. No metal outbuildings shall be allowed in the subdivision. All buildings must be approved by the Architectural Committee and have no less than a seven and twelve pitch roof. (See #9)

c (pg 2) – 9. No roof on any dwelling or storage/garage buildings shall have less than a seven and twelve pitch.

d (pg 2) – 11. No signboards shall be displayed on the property except "For Sale," "Open House," "For Rent," "Garage Sale," or political signs which signs shall not be more than two by three feet in size, and shall be removed after the event.

e (pg 2) – 15. No noxious, unlawful, or offensive trade shall be carried on or upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

f (pg 3) – 21. Yards and lawns must be maintained and well kept in a manner that will not diminish the overall appearance of the subdivision. Tall shrubbery or hedges shall be trimmed to reasonable limits where traffic hazards may be created.

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RECORDED DEED 66--U PG 011

STATE OF SOUTH CAROLINA 97 OCT 24 PM 3:18 COVENANTS AND RESTRICTIONS

COUNTY OF SPARTANBURG) RMC SPARTANBURG CO WINDERMERE

WHEREAS, L. Allen Newman and Doris H. Giles are the owners of certain property acquired by them by deed recorded in Deed Book 596 at Page 158 in the RMC Office for Spartanburg County; and

WHEREAS, the aforesaid individuals have subdivided and developed property as shown upon Plat made for L. Allen Newman and Doris H. Giles, Windermere, Lots 1-69 as recorded in Plat Book 139 at Page 398 in the RMC Office for Spartanburg; and

WHEREAS, L. Allen Newman and Doris H. Giles are the present owners and now desire to restrict the same.

NOW, in consideration of mutual advantages deriving therefrom, the above named OWNERS do hereby bind themselves, their successors, heirs and assigns and covenant and agree as follows:

1. No building shall be erected on less than a whole lot in the subdivision. A lot cannot be subdivided for the purpose of building an additional residence. However, a lot may be divided for the purpose of enlarging the lot adjacent to it.

2. No more than one single family resident building shall be erected on any one lot. No outbuilding shall be erected nearer than 80 feet from the front of the lot and must be at least 10 feet from the side lot line.

3. Each residence erected in the subdivision shall contain a minimum of 1500 square feet of heated floor space plus an attached, enclosed garage, minimum size of 400 square feet. All multi-level residences shall contain a minimum of 1000 square feet of heated floor space on the street floor level. Basements shall not be included in heated floor space.

4. Each residence erected in the subdivision must be set back a minimum of 40 feet from the front lot line. L. Allen Newman reserves the right to alter the building line.

5. All outbuildings must be vinyl siding, brick, painted or stained wood and conform to and be in harmony with the residence building. No metal outbuildings shall be allowed in the subdivision.

6. No trailers, mobile homes, modular homes, or manufactured homes, neither single, double, nor triple wide, shall be permitted on any lot either for residence, storage or outbuildings. No basement, garage, barn, tent or outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary nature be permitted.

7. No house or portion of another house shall be moved into this subdivision.

8. Asbestos shingles shall not be used in the construction of any residence on the lots. Concrete blocks, concrete bricks and cinder blocks used in the construction of any house shall be stuccoed or faced with brick; however, stucco shall not be used on the foundation of any residence unless the entire house is stuccoed. Any wood used in construction of porches and pickets on front of resident building shall be painted or covered with vinyl except for boards on porch floor.

9. No roof on any dwelling shall have less than a seven and twelve pitch unless approved in writing by L. Allen Newman.

10. The lots in this subdivision shall not be used for business or industrial purposes.

11. No signboards shall be displayed on the property except "For Sale" or "For Rent" which sign shall not be more than two by three feet in size, except that L. Allen Newman has the right to use those signs which are necessary for the development of the property.

12. No chain link fence or wood privacy fence shall be permitted on any lot in the subdivision any nearer to the street than the rear corner of the resident building. Chain link fences not to exceed four (4) feet in height, wood fences not to exceed six (6) feet in height. Decorative split rail fences, not to exceed two (2) rails, shall be permitted in any case, so long as the height does not exceed 42 inches in the front yard.

13. No vehicle which does not have a current license plate on it may remain on the premises for more than 30 days. No furniture or other unnecessary items shall be permitted to remain on the premises in an unsightly manner.

14. No animals, livestock or poultry of any kind shall be bred, raised, or kept on any lot except that dogs, cats and other household pets may be kept provided that they are not bred or maintained for any commercial purposes, and provided further that they are kept on the owner's premises.

15. No noxious or offensive trade shall be carried on or upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

16. No transfer vehicle, transfer truck, transfer tractor, transfer trailer or tractor trailer combinations shall be allowed in the subdivision at any time except for loading and unloading. Boats, travel trailers and motor homes shall remain behind the minimum set back line as designated in article four of these restrictions.

17. No satellite dish shall be permitted any nearer to the street than the rear of the resident building.

18. The exterior of all houses and other structures must be completed within a year after the construction of same shall have commenced except where such completion is impossible or would result in a great hardship to the owner or builder due to strike, fires, national emergencies or natural calamity.

19. No dwelling shall be erected on any lot until the design thereof shall be approved in writing by L. Allen Newman and Doris H. Giles, its successors and assigns, 5830 Highway 9, Inman, South Carolina 29349, and if the design shall not be approved or disapproved within thirty days after being submitted, then such approval shall not be required but the design of the house shall conform to and be in harmony with existing structures in the subdivision.

20. Driveways must be paved at the time of construction.

21. Yards and lawns must be maintained and well kept in a manner that will not diminish the overall appearance of the subdivision.

22. Upkeep and maintenance of entrance signs and surrounding areas including berm, and all costs for the operation ofstreet lights are the responsibility of property owners after January 1, 1999.

23. All persons hereafter accepting conveyance of any of the property set forth above shall accept the same upon and subject to the above enumerated covenants and restrictions which are to be deemed covenants running with the land, and binding upon the grantees, their heirs and assigns; and violation of any of the covenants of restrictions shall vest in the grantors herein, their successors and assigns, all rights of abatement and suit in law or in equity against any persons violating or attempting to violate any covenants or restrictions either to restrain such violation or to recover damages.

24. These covenants and restrictions shall continue in full force and effect until September 15, 2017, and shall thereafter be automatically extended for successive periods of ten years each, unless by a duly executed and recorded instrument the then owners of 2/3 or more of the lots in the development, as shown on the recorded plat, elect to terminate or amend the restrictions in whole or in part.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 3rd day of October, 1997.

IN THE PRESENCE OF:

Teresa M. Messer

Tammie M. Pierce

L. Allen Newman

Doris H. Giles

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named L. Allen Newman and Doris H. Giles sign and with Covenants and Restrictions and Seal said Covenants and Restrictions, and as its act and deed, deliver the same and (s)he with the other witness subscribed above witnessed the execution thereof.

Teresa M. Messer

SWORN to before me this 3rd
day of October, 1997

Tammie M. Pierce (SEAL)
Notary Public for South Carolina

My Commission Expires: 7/24/05

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any lot, by acceptance of a Deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay the Association:

(1) Annual assessment or charges and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with a $5.00 late fee/month, costs and reasonable attorney's fees shall be charged on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with late fees, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in the title unless expressly assumed by them.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote safety and welfare of the residents in the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the Maximum annual assessment shall be One Hundred Fifty and no/100 ($150.00) dollars per lot.

a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more than ten (10%) above the maximum assessment for the previous year without a vote of the membership.
b) From and after January 1 the maximum annual assessment may be increased above the ten (10%) percent by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.
c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement in the subdivision, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose or taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all votes of the membership shall constitute a quorum. If a quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessments. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on an annual basis.

Section 7. Date of Commencement of Annual Assessments Due Date. The annual assessments provided for herein shall commence as to all lots on the first day of January following the purchase of the property by an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of that annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

Section 8. Effect of Nonpayment of Assessments / Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear a Five Dollar ($5.00) late fee per month. The Association may bring an action at law against the Owner, place a lien on the property, and/or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessment provided for herein by abandonment of his lot or otherwise.

Section 9. Subordination of the Lien to Mortgages. The lien of the mortgage, sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof: shall not extinguish the lien of such assessments as to the payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Additional Rules and Regulations

Section 1. Each Owner subject to these restrictions shall provide space for the off-street parking of automobiles prior to the occupancy of any building or structure constructed on said property in accordance with reasonable standards. No passenger vehicles without current registration and license tags will be allowed in the subdivision or on any Owner's lot. Vehicles being repaired outdoors must have work completed within a reasonable time. Visiting guests only may use paved streets or grass for temporary parking of their vehicles. All Owners must park in designated parking areas on their lot. No parking by mailboxes or fire hydrants during yard sales.

Section 2. All residences shall have identical mailboxes. These mailboxes shall be purchased by each homeowner and maintained at all times in a good state of repair. No changes are to be made to the original style, design or color of mailbox or post. Adcraft Signs (864. 583.3530) is the business where new mailboxes or paint can be purchased.

Section 3. Rules and Regulations. The Board may from time to time adopt, amend, and repeal and enforce reasonable rules and regulations governing the use and operation of the Project to the extent that such rules and regulations are not inconsistent with the rights and duties set forth in the Articles of Incorporation and the Declaration of the By-laws. The members shall be provided by the Board with copies of all amendments and revisions thereof.

Section 4. Contact Information. Homeowners are required to keep up-to-date contact information on file with the Homeowners Association, hereafter "HOA" (through our current Management Firm). A current mailing address and current phone number are required for each owner; an alternate phone number and email address are also requested. The Board, Management Firm, and homeowners shall, to the extent allowed by law, maintain the confidentiality of all contact information and at NO time shall the Board, Management Firm, or homeowners be permitted to sell, distribute, or otherwise make contact information available to marketers or similar business. As a cost saving measure, our Newsletter may be distributed electronically in the future.

In cases where the Owner does not reside at the property, the name and contact number of the current resident (renter or otherwise) is also to be provided and kept up-to-date with the HOA (through our current Management Firm).

Section 5. Lease/Rental of Residence. In the event a homeowner rents (or has rented) their house to another party, the homeowner(s) is/are responsible to see that the residence and tenant(s) remain in compliance with the provisions of the Declaration of Covenants, Conditions, & Restrictions (DoCCR), Bylaws and Rules and Regulations, collectively hereinafter "HOA Documents." It is recommended that all rental agreements require that the tenant(s) shall be subject in all respects to the HOA Documents and that any failure by the tenant(s) to comply with the terms of such documents shall constitute a default under the lease. Homeowners must provide a signed document from the tenant(s) that will occupy the residence, confirming that they are in receipt of and that they understand the HOA Documents and will comply with all aspects of these documents.

Section 6. Basketball Hoop Restrictions. Permanent or portable basketball hoops and courts may be located and used in homeowner's yards or driveways, subject to restrictions described below. The presence of a sloping driveway does not waive or limit this restriction.

a) Hoops must not be used on or block common areas or streets.
b) Hoops, players, or balls must not be permitted to damage surrounding landscape, structures, vehicles, or signage in common areas or other owners' property.
c) For safety reasons, hoops should not be positioned to encourage playing on a street.
d) Non-portable hoops, like any other exterior change, are subject to advance approval of the Architectural Committee.
e) Visible hoops (portable or non-portable) must be mechanically sound, clean, and well maintained. Owners may not permit visible hoops to become an unsafe or unsightly nuisance, and the Board in its sole judgment may require the removal of such hoops.

Section 7. Pets. Pets are to be kept on a leash while walking and held on a leash by a person capable of controlling the animal. Pet droppings in the street and neighbors yards are to be picked up immediately and disposed of properly. Damage resulting from the conduct of a pet will be the responsibility of the owner to remedy. Pets should not be left unattended to bark to disturb neighbors.

Section 8. Outdoor Burning and Fireworks. No burning of household garbage or toxic materials is allowed. Burn barrels are not permitted. The burning of leaves is permitted. Care should be taken with the use of fireworks. The Board reserves the right to ban firework displays in the event of a drought as defined by recognized local authorities. Fireworks are not to be used after 10:00 pm. (Exception New Year's Eve/July 4th).

Section 9. Quiet Time/Noise Ordinance. Please be considerate of your neighbors. Quiet time is 10:00 PM to 6:00 AM. During this time, please no loud music, cars or fireworks.

Section 10. Window Air Conditioners. Window Air Conditioners are permitted on garages and windows not located in the front of the house.

Section 11. Trash/Garbage. It shall be the responsibility of each Owner and tenant thereof to prevent the accumulation of litter, trash, packing crates, or unkempt condition of buildings or grounds on his property, or to permit on grounds on his property, or accumulations which shall tend to substantially decrease the beauty of the community as a whole or the specific area. No loose trash will be permitted to be strewn about the property at any time. Garbage containers must be kept behind the 40 foot setback line except during collection hours. Containers should be put away in a timely manner after collection day.

Section 12. Seasonal Decorations. Please remove seasonal decorations in a timely manner.

Section 13. Complaints. Please submit complaints in writing to the Management Firm.

Violations and Penalties

Notification of Violation-

a. Level I Violations – Failure to comply with HOA Documents not otherwise noted will be considered Level I Violations. Upon becoming aware of and verifying a Level 1 Violation, the Board or current Management Firm, will notify the homeowner in writing of a Level I Violation, utilizing the contact information on file. The homeowner will have thirty (30) days from the date of the notification letter to remedy the violation. Failure to make reasonable efforts to remedy the violation within this thirty (30) day grace period or repeating the same violation may result in the assessment of penalties as outlined herein.
b. This document is in no way intended to amend, replace, or supersede DoCCR Section 8 regarding remedies for nonpayment of assessments.

Homeowners shall have the right to make an appeal to the Board within two (2) weeks of notification. The Board shall then make a determination based on the available information and notify the homeowner of its decision.

Assessments of Penalties –

a. Level 1 Violations – Failure to remedy violations within the thirty (30) days grace period may result in an initial penalty of $100 per violation or incident thereof. If after an additional twenty-one (21) days the violation(s) have not been remedied, additional fines of up to $25 per violation or incident thereof per month may accrue until the violation has been resolved.

Penalties are in addition to all expenses of collection (including reasonable attorney's fees). The Board reserves the right to review requests for hardship relief on a case-by-case basis. No guarantee of financial relief or deferment is expressed or implied.

Enforcement of Rules – The By-Laws of our Homeowners Association authorize the Board to adopt and enforce reasonable Rules and Regulations governing the use and operation of the Project and the personal conduct of its members and their guests thereon, and to amend the same from time to time as needed.

Conditions & Restrictions. Likewise the Board (or its assigns) may initiate disciplinary action against any homeowner who is found in violation of the By-Laws or Rules or Regulations. The disciplinary action the Board is authorized to take may include collecting penalties (fines), suspending voting rights and/or in the appropriate circumstances, commencing legal action.

Penalties are due and payable within thirty (30) days of assessment by the Board, or within thirty (30) days of rendering a decision of appeal by the Board, when applicable. Failure by the Association to enforce any covenant, restriction, rule or regulation contained in the HOA Documents shall in no event be deemed a waiver of the right to do so hereafter.

These covenants and restrictions shall continue in full force and effect until September 15, 2027, and shall thereafter be automatically extended for successive periods of ten (10) years each, unless by a duly executed and recorded instrument the then owners of two thirds (2/3) or more of the lots in the development, as shown on the recorded plat, elect to terminate or amend the restrictions in whole or in part.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 12th day of September, 2017.

Windermere Homeowner's Association, Inc.

IN THE PRESENCE OF:

Chona Parks

Rhonda Mitchell

Toby A. Mercer

Toby A. Mercer, HOA President
President

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named TOBY A. MERCER sign and with Covenants and Restrictions and Seal said Covenants and Restrictions, and as its act and deed, deliver the same and (s)he with the other witness subscribed above witnessed the execution thereof. The subscribing witness is not a party to or beneficiary of the transaction.

Chona Parks

SWORN to before me this 12th day of September, 2017.

Rhonda Mitchell (SEAL)
Notary Public for South Carolina
Printed Name of Notary:
My Commission Expires: 11/14/2023

RHONDA S. MITCHELL
Notary Public, State of South Carolina
My Commission Expires Nov. 14, 2023

BY-LAWS

OF

WINDERMERE SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

Article I. Name, Office, and Stock

Section 1. The name of this Corporation is Windermere Subdivision Homeowners Association, Inc. (the "Corporation").

Section 2. The principal office of the Corporation shall be at the current Management firm.

Section 3. The Corporation shall be a non-profit Corporation and shall issue no stock of ownership.

Article II. Purposes and Objectives

Section 1. The powers of the Corporation are set forth herein in accordance with the provisions of Chapter 31, Title 33 of the South Carolina Code of Laws of 1976.

Section 2. The Corporation is not organized for profit, the insurance of life, health, accident or property insurance, or participation in any political campaign either for or against any candidate for public office.

Section 3. The purposes of the organization include the following: to enforce certain covenants, restrictions and liens of Windermere Subdivision for the benefit of the homeowners therein and to take any and all such other actions necessary to preserve and maintain the integrity of the Windermere Subdivision as the homeowners may direct; to include without limitation, the collection of membership assessments for lighting, maintenance and other subdivision amenities.

Section 4. All provisions of the Covenants and Restrictions (the "Restrictions") of Windermere Subdivision as amended from time to time originally dated November 3, 1997 and recorded in Deed Book 66-U, Page 011, in the Office of the Register of Deeds for Spartanburg County, are incorporated herein by reference and any conflict between the provisions contained in these By-Laws and the provisions specifically included in said Restrictions for Windermere Subdivision shall be resolved by giving precedence and effect to the provisions contained in these By-Laws rather than those conflicting provisions contained in the Restrictions.

Article III. Seal

Section 1. The seal of the Corporation, if any, shall have inscribed on it the name of the Corporation, the year of the incorporation, and the words "non-profit Corporation."

Section 2. The President of the Corporation shall have custody of the seal or the current Management firm.

Section 3. The seal of facsimile may be use by causing it to be impressed, affixed, reproduced, or otherwise as required by the duties of the secretary or as requested by the president or the Board of Directors.

Article IV. Fiscal Year

Section 1. The fiscal year of the Corporation shall begin the first (1st) day of January and end the last day of December of each year.

Article V. Income, Assets, and Property

Section 1. The Corporation shall conduct its business without financial profit to itself or its members.

Section 2. No member, officer, or director of the Corporation shall receive any payment or compensation except as a reasonable allowance for actual expenditures or services rendered on its behalf.

Section 3. The income, assets and property (if any) of the Corporation shall be used at the discretion of the President and Board of Directors solely to serve the stated purposes of the Corporation and without profit to any of its members as such.

Section 4. The net assets of the Corporation, in the event of its liquidation or dissolution, shall be distributed only to such organization or organizations as have substantially the same purpose as Windermere Subdivision Homeowners Association, Inc., or if no such organization exists the net assets shall be distributed prorata among the members of the Corporation on the date of dissolution after satisfying all obligations of the Corporation in accordance with South Carolina law.

Article VI. Membership

Section 1. Membership in the Corporation shall consist of all persons who own real property or an interest in real property located within Windermere Subdivision as shown on a plat of Windermere Subdivision recorded in Plat Book 139, Page 398, in the Office of the Register of Deeds for Spartanburg County; and meet all other lawful qualifications as may be determined from time to time by the Board of Directors consistent with the Restrictions for Windermere Subdivision.

Section 2. Membership in the Corporation shall not be denied to any person because of sex, race, religion or national origin.

Section 3. Membership in the Corporation shall entitle a person to hold elective office and to participate in the Corporation's general meetings and activities.

Article VII. Meetings of Members

Section 1. The general meetings of the members of the Corporation shall be held at a time designated by the President and decided upon by a majority vote of the Board of Directors.

Section 2. Members shall receive at least five (5) days notice of a general meeting stating the place and time it is to be held. Members may waive such notice.

Section 3. Special meetings of the members of the Corporation may be called at any time by the action of the President and Board of Directors upon two (2) days notice to each member. Members may waive such notice.

Section 4. A quorum at the meetings of the Corporation shall consist of the number of members present at a duly called meeting and two (2) officers. The affirmative vote of a majority of members present at a meeting (or by written proxy) and entitled to vote shall be required to approve every proposal submitted at a duly called meeting. Regardless of the number of members who may own an interest in any one (1) lot within Windermere Subdivision, there shall be allowed only one (1) vote per lot.

Section 5. A duly called meeting of the membership shall be required to approve the establishment of a membership assessment, the increase of a membership assessment, the Corporation incurring indebtedness and the amendment or modification of the Restrictions. In such events, the meeting notice shall also include a description of the issues to be submitted to the membership at the meeting for consideration.

Article of VIII. Board of Directors

Section 1. The Board of Directors shall at all times consist of a minimum of three (3) Directors.

Section 2. The Board of Directors shall have full power to govern the affairs and property (if any) of the Corporation subject to the By-Laws and the appropriate provisions of state and federal law.

Section 3. The Board of Directors, pursuant to its powers, may exercise its prerogative to:

a.) determine the location of corporate offices;

b.) adopt, make and use a corporate seal;

c.) decide questions of membership;

d.) select or remove the officers and agents of the Corporation;

e.) appoint committees and appraise their recommendations and actions;

f.) Make such rules, regulations and decisions as they may deem advisable for the efficient conduct of the Corporation; to include the right to enforce the Restrictions against those members who may be in violation of the same.

Section 4. The Board of Directors shall be composed of the officers of the Corporation, the immediate past President of the Corporation, and such other members as may wish to serve. One (1) non-member of the Corporation may be a director.

Section 5. The term of a member of the Board of Directors shall be for one year, unless sooner removed by vote of the membership.

Section 6. A member of the Board of Directors may be removed from office because of misconduct, dereliction of duty, or failure to maintain membership in the Corporation. Such removal shall be by majority vote of the members present at any regular meeting when written notice specifying the reasons for removal has been sent to the challenged director at least one (1) month in advance.

Article IX. Meetings of the Board

Section 1. Meetings of the Board of Directors shall be held at least annually and preferably during each quarter of the fiscal year at the time designated by the President, subject to the approval of a majority of the members of the Board.

Section 2. Members of the Board of Directors shall be given notice of a regular or special meeting at least three (3) days in advance by the Secretary of the Corporation.

Section 3. Special meetings of the Board of Directors may be called at any time for any reasonable purpose by the President; or, if he is incapacitated or absent from the state, by anyone duly acting in his stead.

Section 4. Meetings of the Board of Directors must have a quorum of one-half of the number of board members in order to conduct business, and each member of the Board shall be entitled to one vote on every proposal submitted for consideration at a meeting. A majority of directors voting at a meeting shall be required to approve any and all proposals submitted for consideration.

Section 5. The President of the Corporation shall preside at meetings of the Board of Directors; or if he is not present, the presiding officer shall be the Secretary or the Vice President respectively.

Article X. Corporate Officers

Section 1. The officers of the Corporation shall be a President, Vice President, and a Secretary and Treasurer and such others as may be determined by the Board of Directors.

Section 2. The officers of the Corporation shall be elected by the Board of Directors and shall serve in succession. One person may hold more than one office.

Section 3. The Board of Directors may remove any officer for misconduct, dereliction of duty, failure to maintain membership in the Corporation, or any other reason which in the opinion of the Board of Directors is sufficient for removal of an officer.

Section 4. A vacancy in any office shall be filled by a majority vote of the Board of Directors at the first regular meeting after it occurs.

Article XI. Duties of Officers

Section 1. The President shall be the chief executive officer of the Corporation. He shall call and preside at meetings of the members and Board of Directors, shall be an ex officio member of all committees, and shall nominate the members and chairmen of such committees for approval by the Board. He shall have the general powers and duties usually vested in the office of The President of a Corporation including responsibility for planning, supervising and directing the program and operations of the Corporation; and he shall have such other powers and duties as may be prescribed by the Board of Directors. He shall to the fullest extent possible share his duties and authorities with the Vice President, but in matters of disagreement the opinion of the President shall prevail.

Section 2. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the latter and shall have such powers and duties as may be prescribed for him by the President or Board of Directors. He shall consult with the President to the fullest extent possible and work with him to carry out such duties and responsibilities as the President requests.

Section 3. The Secretary shall keep minutes of the meetings of the members and Board of Directors and shall have general supervision of the records of the Corporation . He shall serve all notices and make all reports required by law and the By-Laws, and shall sign all papers of the Corporation as he may be authorized or directed to do by the President or Board of Directors. He shall keep a proper membership record showing the name, address, and telephone number of each member of the Corporation and shall perform such other duties as may be required by the President or Board of Directors. He shall turn over to his successor all records and property belonging to the Corporation as he may have in his possession.

Section 4. The Treasurer shall have general supervision of the financial records and transactions of the Corporation. He shall maintain the credit and bank accounts of the Corporation, a regular record of income and expenditures, and a regular record of the

contributions and payment of dues. He shall make a financial report at the regular meetings of the Board of Directors and shall make and maintain a written annual financial report for the Corporation on February 15 of each fiscal year. He shall file or cause to be filed the state and federal tax returns of the Corporation at the appropriate time each year and shall maintain a copy of the tax returns. the Articles of Incorporation, state and federal tax determination letters and postal permits. He shall assure the payment of bills and reimbursements of expenses authorized by the President or the Board of Directors on a regular monthly basis, and shall secure prices and make purchases at the request of the president or Board of Directors. He shall make the necessary applications for grants, and shall assist the President in preparing the budget of the Corporation each year for proposal to the Board of Directors. He shall perform such other duties as may be requested by the president or Board of Directors, and shall turn over to his successor all records and property of the Corporation as he may have in his possession. These duties will be completed by the Management firm if applicable.

Article XII. Limitation of Liability and Indemnification

Section 1. The Corporation. its directors. officers and members shall not be liable to members, property owners, their lessees, invitees and guests, or to any other person or entity for any damage or injury which results from any rule or regulation promulgated pursuant to these By-Laws or the said Restrictions in good faith and with reasonable care. Nor shall they be liable to the aforesaid persons for any personal injury or property damage or other incidental or consequential damages occasioned by any non-negligent act or omission in the inspection, repair or maintenance of any site improvements or portion thereof. The Corporation shall indemnify and hold harmless its agents, officers and directors from all liability, loss, cost, damage and expense, including attorney's fees. arising or growing out of any and all operations and activities of the Corporation.

Article XIII. Amendments

Section 1. The By-Laws of the Corporation may be amended, revised or repealed by a majority vote of the members of the Corporation present at any regular or special meeting duly called for that purpose if notice has been given pursuant to Article VII hereof and the amendments to be considered sent to the members of the Corporation at least ten (10) days in advance.

APPROVED BY THE MEMBERSHIP AT LARGE ON July 31, 2017

Date

Abby A. Mercer

Secretary

Dorothy Earle

Dorothy Earle
Register of Deeds
County of Spartanburg
State of South Carolina

Holcombe Bomar, P.A.
P.O. Box 1897
Spartanburg SC 29304

Rm 10390