

**BYLAWS**

**FOR**

**HULON GREENE HOMEOWNERS ASSOCIATION**

**MARCH 1992**

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**STATE OF SOUTH CAROLINA**  
**COUNTY OF LEXINGTON**

**REVISION OF BYLAWS FOR**  
**HULON GREENE HOMEOWNERS ASSOCIATION**

**WHEREAS**, The owners of Residential units in the Hulon Greene Retirement community, the members of the Hulon Greene Homeowners Association, desire to revise the Bylaws provided by the Developer in 1987 to adapt them to resident control of the Association; and

**WHEREAS**, Article IX of the Bylaws indicates that the Bylaws may be amended by vote or written approval of two-thirds (2/3) of the Residential unit owners; and

**WHEREAS**, It is the purpose and intent that any and all provisions of the original Bylaws not specifically restated or amended herein are revoked and superseded upon approval of these revised Bylaws by two-thirds (2/3) of the Association members,

**NOW THEREFORE**, The undersigned Residential Unit owners of the Hulon Greene Retirement Community do revise the Bylaws for the Hulon Greene Homeowners Association as follows:

**BYLAWS FOR  
HULON GREENE HOMEOWNERS ASSOCIATION**

**ARTICLE I.**

**NAME AND LOCATION OF ASSOCIATION:**

The name of this organization is Hulon Greene Homeowners Association. Its principal office will be at 900 Poinsett Place, West Columbia, South Carolina.

**ARTICLE II.**

**PURPOSE:**

The purpose of the organization is to act on behalf of its members collectively as their governing body in the administration, maintenance, repair and replacement of all those certain parcels of property and safeguarding assets together with improvements thereon (including Condominium Units), which are described in and made subject to the "Protective Covenants, Restrictions and Easements" of Hulon Greene Retirement Community, Lexington County, South Carolina, shown on plats recorded in Plat Book 201G, pp. 85-87, recorded on 03/07/85, and subsequently amended and which are within the area described as the "Property" herein. (Said Protective Covenants are herein referred to as "Protective Covenants"; and the area designated as the "Property" therein is referred to as the "Property" in these Bylaws.)

**ARTICLE III.**

**MEMBERSHIP:**

**Section 1.** The members shall consist of all owners of numbered lots in the Retirement Community (as described in the Protective Covenants) and all owners of Condominium Units in Clubview Horizontal Property Regime, located within the Property.

**Section 2.** Except as provided herein, membership shall not be transferable. The membership of each unit owner shall terminate upon a sale, transfer or other disposition of his ownership interest in Hulon Greene, and thereupon the membership shall automatically transfer to and be vested in the new owner succeeding to such ownership interest.

**ARTICLE IV.**

**MEETINGS OF MEMBERS:**

**Section 1.** Meetings of the membership shall be held at the Hulon Greene Clubhouse, or at other such place in West Columbia, South Carolina, as may be specified in the Notice of Meeting.

**Section 2.** Annual meetings of the members shall be held early in the month of December. At such meetings there shall be elected by ballot of the members a Board of Directors in accordance with the provisions of ARTICLE V of these Bylaws. The members shall also transact such other business as may properly come before them.

**Section 3.** It shall be the duty of the President to call a Special Meeting of the members as directed by resolution of the Board of Directors or upon a Petition signed by the owners of fifty percent (50%) of the numbered lots and condominium units in the community. The Notice of any Special Meeting shall state the time, place and purpose thereof. No less than two (2) weeks' notice should be given for this. No business shall be transacted at a Special Meeting except as stated in the said Notice.

**Section 4.** It shall be the duty of the Secretary, or upon his or her failure or neglect then of any officer or member, to mail by United States Mail, a Notice of each Annual or Special Meeting stating the purpose, the time, and place thereof to each member of record; or the Notice may be delivered to each Unit. Any member may waive notice of the meeting by doing so in writing before, at, or after the meeting.

**Section 5.** The presence, either in person or by proxy, of a majority of the members shall be requisite for and shall constitute a quorum for the transaction of business at all meetings of members.

**Section 6.** If at any meeting of members a quorum shall not be in attendance, those members who are present may adjourn the meeting from time to time until a quorum can be obtained.

**Section 7.** Members may cast one (1) vote for each Residence or lot owned. Unless a different vote is required by express provision of any Statute or of these Bylaws or the Protective Covenants, each motion presented at a meeting shall be decided by a majority vote of at least fifty-one percent (51%) of the total votes of unit owners at the meeting.

With respect to all elections of Directors, each member shall be entitled to cast as many votes for Directors as there are Directors to be elected, provided, however, that no member may cast more than one (1) vote for any person nominated as Director, it being the intent hereof that voting for Directors shall be noncumulative.

**Section 8.** The vote of any corporate, partnership or trust member may be cast on its behalf by any officer, partner, or beneficiary of such member and any such member may appoint its officer, partner, beneficiary or any other member as its proxy. Any individual member may appoint only his or her spouse or another member as a proxy. Each proxy must be filed with the secretary prior to the commencement of a meeting, or at the time that proxies are called for. Proxies shall be valid only for the particular meeting designed thereon.

## ARTICLE V.

### **BOARD OF DIRECTORS:**

**Section 1.** The affairs of the Association shall be governed by a Board of Directors which shall consist of seven (7) persons, at least two (2) of whom shall be Condominium Unit owners, and at least two (2) of whom shall be patio home or lot owners. Each Director shall be a Residential Unit owner whose permanent residence shall be Hulon Greene, or the spouse of such Unit owner.

**Section 2.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and such additional powers and duties as are referred to in the Protective Covenants. The powers of the Board of Directors shall include but not be limited to the following:

- (a) To elect the officers of the Association (from the Board);
- (b) To provide for administration of the affairs of the Association and the Property;
- (c) To engage the services of a Manager or managing agent for the Property and to fix the terms of such engagement and the compensation and authority of such Manager or managing agent;
- (d) To enforce the provisions of the Protective Covenants and these Bylaws;
- (e) To promulgate such rules and regulations concerning the operation and enjoyment of the Property as may be consistent with the Protective Covenants and these Bylaws and to amend the same from time to time;
- (f) To provide for the maintenance, repair and replacement of the portions of the Property and improvements thereon as set forth in the Protective Covenants and the Master Deed for Clubview Horizontal Property Regime;
- (g) To estimate and prepare an annual operating budget for the approval of the membership; and to provide for the assessment and collection from the members their respective shares of the estimated expenses as hereinafter provided;
- (h) To use the proceeds of assessments in the proper exercise of its powers and duties;
- (i) To purchase insurance on the property and insurance for the protection of the Association and its members;
- (j) To employ personnel and independent contractors to perform services required for the proper operation of the Property;
- (k) To prepare proposals for capital improvements for the membership;
- (l) To recruit and appoint committee chairpersons for all standing and special committees; in cooperation with committee chairperson, other committee members will be selected;
- (m) To delegate powers to the committees and to personnel and agents;
- (n) To provide for the nomination and election of new Board members by the general membership;

- (o) To recommend and implement plans for the security and safety of the community.

**Section 3.** The seven (7) Directors as specified in Section 1 shall be elected at the Annual Meeting. All Directors will be elected to one-year terms. A Director may be elected for a second consecutive term of a year, but no one may serve beyond two (2) consecutive terms; after a lapse of one (1) year, any former Director may be re-elected.

**Section 4.** Vacancies in the Board of Directors caused by any reason, including the failure of a Director to continue to meet the qualifications of office, shall be filled, until the next Board election, by the remaining members of the Board. To fill the vacancy, consideration will be given to prior nominees.

**Section 5.** The Annual Meeting of the Board of Directors shall be held immediately following the Annual Meeting of the members and at the same place. At this time, the Board shall elect its officers from the Board's membership. Special Meetings of the Board may be called by the President or a majority of the Board on three (3) days' notice to each Director by mail or hand delivery. Directors may waive prior Notice of a Meeting. Minutes of any meeting will be available in the Manager's office.

**Section 6.** At all Meetings of the Board of Directors, a majority, four (4), of the Directors shall constitute a quorum for the transaction of business and any action may be taken by the majority of those present.

**Section 7.** Any Director may be removed from office by the vote of members owning at least three-fourths (3/4) of the Residential Units, or numbered lots.

**Section 8.** Directors shall receive no compensation for their services.

**Section 9.** The Board shall have authority to approve or authorize expenditures over and above budgeted amounts in an emergency up to the sum of five thousand dollars (\$5,000.00). Amounts in excess of this sum will require approval of fifty-one percent (51%) of Residence owners.

**Section 10.** Directors shall meet monthly at a scheduled time and place. Directors' meetings shall be open to all members of the Association except for special Directors' meetings classified as Executive Sessions. Minutes of all Board meetings will be available to the membership upon request (regular meeting minutes will be published.)

**Section 11.** Directors shall not be legally liable to Resident Unit owners for actions or lack of action taken on behalf of the Association; except in cases of fraud, theft or misconduct.

**Section 12.** The Board shall maintain a Book of Resolutions; this should be the responsibility of the Secretary of the Board.

## ARTICLE VI.

### **OFFICERS:**

**Section 1.** The officers of the Association shall be a President, a Vice-President, a Secretary, a Treasurer, and such assistants to such officers as the Board may deem appropriate, which officers shall hold office until new Board members are elected by the membership.

**Section 2.** Any officer may be removed at any time by the affirmative vote of the majority of the members of the Board of Directors, either with or without cause. Missing three (3) meetings without excuse shall be reason for dismissal.

**Section 3.** Each respective officer of the Association shall have such powers and duties as are usually vested in such office of a non-profit corporation, including but not limited to the following:

- (a) The President shall be the Chief Executive Officer of the Association, and shall preside at all meetings of the members of the Board of Directors and general membership meetings and shall not vote except in case of a tie. The President is an ex officio member at all committee meetings.
- (b) The Vice-President shall, in the absence or the disability of the President, perform the duties and exercise the powers of such office.
- (c) The Secretary shall keep Minutes of all general membership Meetings and of the Board of Directors and shall have custody of the Association Seal and have charge of the membership transfer books and such other books, papers and documents as the Board of Directors may prescribe. The Secretary will have custody of and responsibility for a Book of Resolutions and Policy Manual. This volume will provide easy access to policy decisions of the Board.
- (d) The Treasurer shall be responsible for Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in Association books of account kept for such purpose.

**Section 4.** The officers shall receive no compensation for their services.

## ARTICLE VII.

### **FISCAL MANAGEMENT:**

**Section 1.** The fiscal year of the Association shall begin on the first day of January each year. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors.

**Section 2.** Books and accounts of the Association shall be kept under the direction of the Treasurer and in accordance with customary accounting principles and practices. Within a reasonable time after the close of each fiscal year, the Association shall furnish its members with a statement of the income and disbursements of the corporation for such prior fiscal year. The books will be audited annually.



**Section 3.** With respect to each fiscal year, the Board shall estimate the amount required by the Association to meet its expenses for such year, including but not limited to the following items:

- (a) Management and administrative expenses;
- (b) The estimated cost of repairs, maintenance and replacements required to be performed by the Association by classification of accounts;
- (c) The cost of any utilities that may be furnished by the Association;
- (d) The amount of reserves as may be established by the Board, including general operating reserves, reserves for contingencies, and reserves for replacements;
- (e) Any other expenses of the Association as may be approved by the Board of Directors including operating deficiencies, if any, for prior periods.

The Board of Directors shall cause an estimated annual budget to be prepared based on estimations of annual expenses and membership assessments. Copies of the estimated budget shall be furnished to each member in time for action at the Annual Meeting.

Each member's monthly assessment shall be one-twelfth (1/12) of his proportionate share of the total assessment for the fiscal year, and it shall be due on the first day of each month.

**Section 4.** The Board may additionally impose special assessments for unanticipated maintenance beyond budget levels, correction of income shortfalls, or designated improvements. As specified in the Covenants, a two-thirds (2/3) vote (favorable) by the Residential Unit owners will be required for this action.

**Section 5.** If any member shall fail or refuse to make payment of his proportionate share of any regular or special assessment when due, the amount thereof shall constitute a lien on the interest of such member in the Property inclusive of such member's Residential Unit. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies provided in the Protective Covenants or these Bylaws, or are otherwise available at law or in equity for the collection of all unpaid assessments.

All these provisions of this Fiscal section apply to all owners of Residential Units, including those who may have offered their property for sale and/or have vacated the premises.

## **ARTICLE VIII.**

### **COMMITTEES:**

**Section 1.** The Architectural Review Committee shall be composed of four (4) members appointed by the Board, including both condominium and patio homeowners. Their responsibilities shall be:

- (a) Review and/or investigation of needs and requests for the fulfillment of the Association's obligations regarding maintenance of Residential Units and Common Property
- (b) Evaluation of requests for permission to modify existing Residential Units and approval of plans for rebuilding in the event of partial or total destruction;
- (c) Offering the Board advice on additional matters to ensure the appearance and condition of Hulon Greene through adherence to the Protective Covenants' provisions regarding architectural standards

Unanimous approval by the Committee shall be the equivalent of the Board approval. Other cases shall be referred to the Board for final decision after consideration of the Committee's advice and other input.

**Section 2.** The Finance Committee shall be composed of four (4) members appointed by the Board. Major responsibilities shall be oversight (together with the Treasurer) of the accounting methods and records, and advisory assistance to the Board on budget preparation and other financial matters.

**Section 3.** The Elections Committee shall be appointed by the Board no later than six (6) weeks prior to the Annual Meeting. The committee shall have seven (7) members including both condominium and patio homeowners, and shall be responsible for presenting to the membership a slate of nominees for election to the Board of Directors at least three (3) weeks prior to the Annual Meeting.

The committee shall nominate the number to be elected and may nominate more than this number if the committee feels it to be desirable. Additional nominations may be made by a petition signed by five (5) or more residents and filed with the committee not less than ten (10) days before the meeting at which the election shall take place. The names of all nominees, without regard to the method of nomination and with no indication of the method of nomination, shall be listed alphabetically on a written or printed ballot.

The committee shall prepare and distribute to all residents a brief summary of the qualifications and experience of each nominee at least five (5) days before the meeting. No nominations from the floor at the meeting shall be permitted. The committee chairman shall conduct the election in accordance with procedures adopted by resolution of the Board and placed in the Book of Resolutions and Policy Manual.

**Section 4.** The Building and Grounds Committee will advise the Board and the Manager regarding maintenance and improvement of the Community Common Property, and such private concerns of members as appear to be for broad interest. It will have overview of Association-provided services including bidding and compliance with contracts. This committee shall establish a site inspection program, maintain an engineering file of drawings and pertinent data, and give budgetary consultation.

**Section 5.** The Clubhouse Committee shall administer all interior decorating including furniture arranging, picture arranging, flower arranging and accessorizing.

## ARTICLE IX.

### **COMMUNITY ACTIVITIES:**

The Board of Directors shall administer various social, recreational and community interests of the residents.

The following social committees shall be composed of volunteers who will establish appropriate programs within the general scope indicated:

- (a) Activities Committee. This committee shall administer covered-dish suppers, holiday parties, trips and tours, and special presentations.
- (b) Health and Fitness Committee. This committee shall establish exercise programs, hiking trips; they will dispense health and safety information.
- (c) Good Neighbor Committee. Members of this committee will welcome new residents and give them assistance. An area resource file will be maintained by this committee.

It is the intent that costs of special activities or projects shall be defrayed by charges to participating members.

## ARTICLE X.

### **ROBERT'S RULES OF ORDER:**

Robert's Rules of Order (latest edition) shall govern the conduct of the meetings when not in conflict with the Bylaws or with the Statutes of South Carolina.

## ARTICLE XI.

### **BYLAWS:**

These Bylaws may be amended or modified at any time, or from time to time, by the vote or written approval of owners of two-thirds (2/3) of the Residences. This Article shall not abridge, amend or alter the rights of institutional mortgagors without their prior written consent.

**PROTECTIVE COVENANTS, RESTRICTIONS,  
AND EASEMENTS  
FOR HULON GREENE RETIREMENT COMMUNITY  
LEXINGTON COUNTY, SOUTH CAROLINA**

**DECEMBER 1992**

**COVENANTS, RESTRICTIONS, AND EASEMENTS INDEX**

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**STATE OF SOUTH CAROLINA**  
**COUNTY OF LEXINGTON**

**REVISION OF PROTECTIVE COVENANTS, RESTRICTIONS,  
AND EASEMENTS FOR  
HULON GREENE RETIREMENT COMMUNITY**

**WHEREAS**, The Developer of the HULON GREENE RETIREMENT COMMUNITY subjected the real property depicted in the INITIAL PLAT to the Protective Covenants, Restrictions, and Easements recorded on March 20, 1985, in the R.M.C. Office of Lexington County, South Carolina, in Deed Book 714, pages 218-245, for the mutual benefits to be derived by all future owners of the property affected thereby; and

**WHEREAS**, PALMETTO HEALTH SYSTEMS, INC. has conveyed to the HULON GREENE HOMEOWNERS ASSOCIATION by a Deed recorded February 7, 1992, in the R.M.C. Office of Lexington County in Deed Book 2049 at page 105, (1) all road right-of-ways in the HULON GREENE RETIREMENT COMMUNITY, (2) several identified parcels of land shown and delineated on recorded revised plats of the property, and (3) the Club Site identified as a 1.42 acre parcel, together with improvements thereon, shown on a plat recorded February 7, 1992, in Plat Book 2049 at page 105 in the R.M.C. Office; and

**WHEREAS**, PALMETTO HEALTH SYSTEMS, INC. has retained an easement for use of the Community roads to complete the building program and for other reasonable and necessary purposes; and

**WHEREAS**, The Developer reserves the right to continue subdivision of the portion of said property designated for Future Development and reserves the right to make decisions regarding division into numbered lots and streets and to incorporate such changes into the Subdivision by recording additional plat (s) in the land records; and

**WHEREAS**, The Hulon Greene Homeowners Association will execute and record an amendment stating that the area of any supplemental plat is incorporated into the Hulon Greene Retirement Community Subdivision as required by the Protective Covenants, Restrictions and Easements; and

**WHEREAS**, The Hulon Greene Homeowners Association desires to retain the rights, restrictions and obligations which are contained in the recorded document and shall be deemed to run with the land, to be binding on, and to inure to the benefit of all future owners of any portion of the Property within the subdivision; and

**WHEREAS**, The owners of record of the Hulon Greene Retirement Community, members of the Hulon Greene Homeowners Association, wish to amend, revise and restate the Protective Covenants, Restrictions, and Easements in consideration of the present responsibilities of the Association; and

**WHEREAS**, The Protective Covenants in SECTION 13 indicate that amendment can be made by a written instrument recorded in the R.M.C. Office of Lexington County, South Carolina, executed by (i) the officers of the Association (pursuant to the approval of the Board) and (ii) any party (including the Developer) or parties together owning at least 80% of the Residential Units within the Property at the time of such proposed amendment; and

**WHEREAS**, The undersigned are officers of the Hulon Greene Homeowners Association authorized to execute this Revision as well as at least 80% of the Residential Unit owners of the Hulon Greene Retirement Community; and

**WHEREAS**, It is the purpose and intent that any and all provisions of the initial recorded Protective Covenants, Restrictions and Easements, other than those above, not specifically restated or amended herein are revoked and superseded upon registration of these revised Protective Covenants, Restrictions, and Easements in the R.M.C. Office of Lexington County,

**NOW THEREFORE**, In consideration of the mutual benefits to be derived by all present and future owners of the property affected hereby, the Undersigned do hereby approve the following revision of the Protective Covenants, Restrictions, and Easements of the Hulon Greene Retirement Community, subjecting the entire parcel of property depicted on the Initial Plat recorded in Plat Book 201G at pages 85-87, and as subsequently amended, to the restrictions, covenants, obligations, and easements and granting to all owners of fee simple title to any portion of the Property the easements and rights attributed below to such owners.

## **GLOSSARY**

As used herein, the term “Residential Unit” shall include all numbered lots and condominium units within any phase of the Subdivision.

As used herein, “Association” or “Homeowners Association” shall mean the Hulon Greene Homeowners Association, Incorporated.

As used herein, “Board” shall mean the duly elected and constituted members of the Hulon Greene Homeowners Association Board of Directors.

**SECTION 1. SUBDIVISION OF THE PROPERTY:**

The present division of the property into separate numbered lots, the Clubview Horizontal Property Regime, the Club Site, roads, and other usages, including a portion designated for Future Development, is depicted in the composite plat appended as Exhibit A which is comprised of recorded revisions of portions of the Initial Plat recorded on March 3, 1985, in the R.M.C. Office of Lexington County in Plat Book 201G, pages 85-87. Neither the Developer nor any other owner shall further subdivide any of the numbered lots.

**SECTION 2. ROAD EASEMENT:**

The Hulon Greene Homeowners Association hereby grants to all present and future owners of any Residential Unit within the Property a perpetual nonexclusive easement of right-of-way over all areas designated as streets, pedestrian access easements or roadways on the Recorded Plat and on any supplemental plat prepared and recorded as set forth in above Preamble. The access roads running through said property as shown on the aforesaid plat are for the joint use of the owners of lots of condominium units, their heirs, successors, and assigns for the ingress and egress to and from the respective parcels and for the installation of public utilities. Said easement and right-of-way may be enjoyed and utilized by all parties to whom such easement and right-of-way is granted above in this SECTION 2, and to their assignees, guests, lessees, invitees, and licensees or any successor owners of the fee simple title to any of the lots or condominiums.

**SECTION 3. RESTRICTION ON USE:**

No building or other improvement of any kind shall be constructed upon or placed upon any numbered lot in the Subdivision except as specifically permitted herein. Such lots may be used only for the construction of single-family residential dwellings. No more than one building may be located on any numbered lot. No portion of any building or other structure shall be located on or protrude into any area between any property line and the building setback line or buffer zone line relating to such property line, as shown on the Initial Plat or any supplemental plat. No mobile homes, house trailers, outbuildings, or any temporary structures shall be placed on any numbered lot either temporarily or permanently. No lot shall be used for vehicle repair work, whether performed by the owner or other parties.

All boats and equipment utilized with boats including boat trailers, and all vehicles other than passenger automobiles shall be garaged or kept in designated areas if available; if such area is not available or not approved by the HGHOA Board, the owner must make other arrangements outside the Community.

The Clubview Horizontal Property Regime is subject to appropriate restrictive provisions of the Master Deed and Bylaws recorded on August 26, 1985, in the R.M.C Office of Lexington County in Deed Book 748, pages 1-87. As provided therein, the Regime is additionally subject to the Protective Covenants, Restrictions, and Easements for the Hulon Greene Retirement Community, and its administration is made subordinate



to and controlled by the Hulon Greene Homeowners Association of which all Condominium Unit owners are members.

**SECTION 4. QUALITY AND SIZE OF HOUSES IN SUBDIVISION:**

- (a) Dwellings built on numbered lots shall have a minimum of twelve hundred (1200) square feet of heated living area. Each dwelling unit shall have a garage for at least one automobile.
- (b) No building shall be erected on any numbered lot, nor shall any substantial change or addition be made to any building erected on any numbered lot, without the approval of the Board of Directors of the Association, which is charged with the responsibility of assuring that all such buildings are basically compatible with the design of the other buildings within the Subdivision. In the event any building on any numbered lot shall be destroyed by fire or other casualty, any substitute or new building constructed in its place, or any reconstruction of the remainder of the existing building, shall be of reasonably similar design and architecture to the destroyed building. The replacement or rehabilitated structure shall be of similar workmanship and materials to the destroyed structure; any such replacement or rehabilitation will be subject to the approval of the Board of Directors.
- (c) Each lot owner shall procure and maintain insurance converge for the residence constructed on the lot. The insurance coverage shall cover loss from fire, storm, water and other perils normally included in homeowner's policies, in an amount sufficient to permit restoration of the improvements in the event of partial loss, or complete rebuilding in the event of total loss.

Each lot owner shall submit evidence of insurance coverage to the Association within thirty (30) days of title transfer and within fifteen (15) days after each insurance policy renewal date.

Any owner not complying with the above provisions will receive notification from the Association regarding the requirements of this Covenant. Failure of the Association to provide such notice shall not be a reason for non-compliance.

- (d) In the event of damage to the property from fire, storm, or other peril, whether insurance is in force or not, the lot owner shall have the option of: (1) Restoration of the property in accord with the Covenants, Restrictions and Easements and applicable building codes and standards of Lexington County, South Carolina, in force at the time of reconstruction; or (2) Clearing the lot of all rubble and debris to grade in a manner approved by the Board.

When option 1 is selected, the lot owner shall notify the Association in writing of the intent to rebuild no later than thirty (30) days after the initial occurrence of damage. At the same time, the owner shall present to the Board for its approval a plan to have the rubble removed from the lot and Community of Hulon Greene, to the extent possible, without damage to the remaining structures.

When option 2 is selected, the lot owner shall notify the Association in writing of the intent to clear the lot no later than thirty (30) days after the initial occurrence of damage. At the same time, the lot owner shall present to the Board a plan to have the rubble and debris removed from the lot and Hulon Greene Community and the lot restored to grade for the Board's approval.

Under either of the options, the Board shall act with deliberate speed to approve the plan submitted or to resolve any difference that may arise in the review of the plan submitted. In extenuating or unusual circumstances the Board may, at its sole discretion, grant an extension of the time limit for submittal of option selection and plans for rubble removal upon application of the owner, not to exceed a period of thirty (30) days extension.

If under either option the lot owner has not taken action by the end of ninety (90) days from the initial date of damage to remove the rubble and debris, the Association reserves the right to remove said rubble and debris at the owner's expense. Any and all costs resulting from this action including legal fees and interest costs shall be charged and assessed against the lot. All such costs shall be subject to a lien for non-payment in the same manner as regular assessments for maintenance or special assessments under SECTION 12 (Enforcement) of these Covenants. When the owner has not made a selection of options 1 or 2, the Association Board will use its best effort and judgment to determine the appropriate selection of options to recommend to the owner. If no action is taken, then option 2 will be enforced.

On lots with duplex housing, option 2 is not available and option 1 shall be complied with.

The Association and its officers, directors, employees, agents and representatives shall have no liability to any owner for damage to or loss of either the real or any personal property of said owner for actions taken in accord with this section of the Covenants, Restrictions, and Easements.

**SECTION 5. ARCHITECTURAL STANDARDS:**

No buildings or other structures shall be constructed, erected or placed on any numbered lot in the Subdivision, nor shall any building or structure be repaired, restored or altered in any substantial way after it has been constructed until the proposed building

plans and specifications, including designation of exterior colors or finishes and exact location of proposed building within the numbered lot, shall have been submitted in writing to the Board of Directors of the Association and approved by it in writing. The Board may base its disapproval on any reasonable ground, including purely aesthetic considerations. The Board must respond to written proposals submitted to it within thirty (30) days after receipt of such proposals. Failure to do so shall constitute approval of such proposals.

The Board of Directors shall be governed by the following restrictions and guidelines, although the restrictions set forth shall not be the exclusive criteria governing their determinations:

- (a) Plans and specifications must include a construction schedule, which calls for the completion of construction within one (1) year after commencement.
- (b) No dwelling or portion of a building shall be located on any lot nearer to any lot line than the building line limits shown on the plat or required under any applicable Subdivision or zoning regulations then in effect. For purposes of this restriction, eaves, steps, patio garden walls and un-enclosed porches shall not be considered as a part of any building.
- (c) All buildings shall be constructed with high quality materials and workmanship to ensure that no dwelling shall present an unsightly appearance.
- (d) In order to assure optimum location of the homes to be placed on the property so that a desirable view will be available to each home, all structures will be located with regard to the topography of each individual lot in such a way as to maximize the desirability of the view available not only to the home to be placed on that lot, but to all other homes within the property, taking into consideration the elevation contours of each lot, the location of large trees, and similar considerations.
- (e) All fuel tanks for home heating purposes shall be buried underground consistent with normal safety precautions and according to local government regulations.
- (f) No tower, television antenna or other antennas shall be erected on homes or lots except with the approval of the Board.
- (g) No trees measuring more than four (4) inches in diameter at ground level may be removed without the approval of the Board.
- (h) Mailboxes shall be of uniform design as specified or approved by the Board.

**SECTION 6. GENERAL RESTRICTIONS:**

The following restrictive Covenants shall be applicable to all portions of the property.

- (a) No portion of the property may be utilized for any business or commercial enterprise other than Association authorized real estate activity.
- (b) No offensive or noxious activity may be carried on in any portion of the property.
- (c) No building erected on any portion of the property shall exceed three (3) stories in height.
- (d) No Residence built on the property shall be leased or rented to any party without the express written consent of the Board of Directors. The Board may refuse to approve any lease or rental to any person who is not fifty-five (55) years or older. If title to any numbered lot or other portion of the property shall pass from its owner to another party by will or by intestate succession following the death of such owner, the heir to the title shall be allowed to lease the property to one or more persons, provided such lessees be at least fifty-five (55) years old.
- (e) No signs or displays advertising the sale of lots or homes may be placed on any numbered lot or any Residential unit except with the express approval of the Board of Directors.
- (f) No animals, livestock, or poultry of any kind shall be raised or bred on the property; except that dogs, cats or other common household pets which do not exceed twenty-two (22) inches in height (measured to shoulders) may be kept so long as the owners of such pets do not keep, breed or maintain such animals for any commercial purpose. All such pets must be kept inside the home; when taken out for exercise, the pets must be kept on a leash at all times and not allowed to become a nuisance to other residents. All owners are responsible for cleaning up after their pets in all areas and proper disposal of the waste.
- (g) No unsightly growth shall be permitted to grow or remain on the property; no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain thereon. Following approval of the initial plans for any given Residential Unit, no substantial changes in the elevation of the land shall be made without the approval of the Board.
- (h) No garbage or other refuse shall be dumped or otherwise placed or disposed upon any portion of the property, nor shall any garbage cans be placed on any locations, other than those places and locations designated for garbage cans

and garbage disposal by the Board. Patio homeowners shall keep garbage cans in the garage or by the side of the house. No burning of leaves or trash will be permitted.

- (i) No fence, wall hedge, or other shrub or similar plant shall be allowed if such fence, hedge, or other plant has the effect of obstructing vision of opposing traffic at any intersection within the property or any intersection of any road within the property with an public road. Trees which are located near intersections must also be trimmed and maintained in such a way that the lower branches and foliage on such trees shall not obstruct the view of opposing traffic.
- (j) Residents of Residential Units shall not be allowed to park vehicles on the streets except in emergencies. On-street parking shall be allowed to visitors and guests of the owners of Residential Units for short durations or during emergencies, so long as the health, safety and convenience of other residents within the property are not impaired. The Association shall have the right to tow or otherwise remove or move any vehicle parked in violation of these restrictions, at the expense of the owner of the Residential Unit who causes or allows such violation. Such expense shall constitute a lien enforceable under SECTION 12 if not paid promptly.
- (k) To protect and enhance the appearance of the community, all garage doors will be kept completely closed except in hot weather, when air circulation is necessary to cool the garage. In this case partial opening of 3 feet or less will be permitted.

**SECTION 7. EASEMENTS:**

(a) The Association reserves easements for itself and for the Developer, while owner of unimproved land in any phase of the Subdivision and for the benefit of any public authorities and utility companies to which it may choose to grant such easements, over and through all areas designated as roads or streets within the property and such additional portions of the property as may be necessary in order to provide water, sewerage, power, gas, television cable, and other utility and common services to owners of any portion of the property. The Association reserves the right to grant additional easements for such purposes and/or for the purpose of drainage, construction of storm drainage, surface water drainage, and retaining walls; said easements to be shown by recording supplement plats. All numbered lots within the property are also subject to an access, drainage, and utility easement five (5) feet in width along and inside all property lines; provided that if a dwelling is built adjacent to or near a side property line, then there shall be no drainage and utility easement along the lot line which is shared.

The easements reserved above shall include the right to go upon, over, across, and under any area of the property for ingress, egress, erection, maintenance, installation and use of electrical and telephone poles, wires, cables, conduits, sewers, water mains, gas lines, and other suitable equipment for the conveyance, movement, and use of electricity,

telephone equipment, television cable, gas, water, sewer, and other public conveniences and utilities. The Association reserves the right to subject the real property in the Subdivision to a contract with a utility company for the installation of underground electric cables which may require an initial contribution and/or the installation of streetlights, which will require a monthly payment to such utility by the Association. Said easements shall also allow the Association or any appropriate utility or other authority to cut drain ways for surface water wherever and whenever such action may be necessary in order to maintain acceptable and reasonable standards of health, safety and appearance. Said easements include the right to cut any trees, bushes, or shrubbery and to make any grading of the soil or take similar actions reasonably necessary to provide safe and effective utility installation and maintenance. All landscaped areas shall be restored to a desirable condition.

(b) In the event that any dwelling unit, or any combination of two dwelling units, shall include a garden wall or similar wall which lies along or close to common property ones, the lots on both sides of such property line shall be subject to an easement for the reconstruction of such wall in the event it shall be damaged or destroyed, such easement to be limited to such time and such interference as shall be reasonably necessary to reconstruct the wall to the condition which existed prior to the destruction or damage.

(c) All numbered lots within the property are subject to easements along all side lots for the construction of a party wall, to the extent necessary to allow the Association and any other party whose plans are approved by the Board of Directors and based on the Association drawings of record, to construct two attached dwelling units sharing a common party wall. Except as specifically approved by the Board, all party walls constructed pursuant to this easement must have a minimum width of eight (8) inches, including furring strips and gypsum board, together with the necessary footings to support same. The owners of the two lots affected by a party wall shall share equally in the responsibility for maintenance and replacement thereof in the event of destruction or damage; provided that if such destruction or damage shall be caused by the acts or omissions of one of said lot owners, or any person or persons coming upon the property through permission of one of said lot owners, then that lot owner shall be entirely responsible for the cost of maintenance or rebuilding of the common wall. In the event it becomes necessary to rebuild the common wall, it shall be erected within one (1) year after the damage occurs, in the same location and of comparable size, materials and quality as the initial wall.

All numbered lots within the Subdivision are subject to easements along any side lot line to accommodate the overhang of roofs from any residence which may be built on the adjacent lot. This easement shall permit the owner of the building with the overhanging roof to go upon the property of the adjacent lot owner to the extent required to perform normal and proper maintenance upon said roof and overhang, including gutters, and to repair or replace same as may be necessary.

**SECTION 8. AGE:**

Since the primary purpose for the creation and development of Hulon Greene is to provide a pre-retirement/retirement community consisting of adults who are 55 years old or older, no owner or owners of any Residential Unit shall be allowed to have any individual live in such Residential Unit on a permanent basis who is under the age of 55, except for unusual and extraordinary cases specifically approved by the Board of the Association.

**SECTION 9. HOMEOWNERS ASSOCIATION:**

All owners of Residential Units have mandatory membership in the Hulon Greene Homeowners Association, which is incorporated under the laws of the State of South Carolina. The Association operates in accordance with Bylaws which were prepared by the Developer and distributed to all Residential Unit owners as these have subsequently been amended by the membership.

As stated in the Master Deed of the Clubview Horizontal Property Regime, administration of the Regime is subordinate to and controlled by the Hulon Greene Homeowners Association. In fulfilling this obligation, the Homeowners Association will be guided by contractual agreements with the Clubview Homeowners Association, which do not infringe the basic self-government responsibility of the latter.

The Association shall have the right and responsibility to impose assessments against all owners of Residential Units for the purpose of maintaining streets, maintaining other common areas, and funding other services to be provided to owners of Residential Units. Any unimproved lots will be assessed at a rate of the current Patio Home Assessment less the budgeted amount for the Lifeline and the amount for Patio Home Resident Capital Reserves (these amounts are \$12.50 and \$19.00 respectively in the 1992 Budget). Residential Unit monthly assessment fees remain due and charged to the owners(s) if the property is listed for sale, whether or not vacated. If not paid when due, the Association will be entitled to a lien on the deferred payments plus interest set at the 7-year U.S. Treasury Note rate of simple interest at the time of settlement. (See SECTION 12, Enforcement).

No owner may avoid his duties, obligations, and responsibilities as mandated by this instrument or by said Association by waiving any rights and privileges he may have hereunder or through said Association.

Monthly assessments shall be based on annual budgets prepared for patio home and condominium units as separate classes of Residential Units and approved at the annual meeting of the Association. Approval shall require a majority vote of Unit owners of the pertinent class present or represented by proxy if the budget proposed does not increase the monthly assessment more than 10% over that of the previous year. Any greater increase shall require approval by at least two-thirds (2/3) of those owners.

Upon the written approval of at least two-thirds (2/3) of the pertinent class or classes of Residential Unit owners, the Association may additionally impose special

assessments for unanticipated maintenance beyond budgeted levels, correction of income shortfalls, or designated capital improvements.

**SECTION 10. MAINTENANCE OF COMMON AND PRIVATE PROPERTY:**

Through funds generated by budgeted assessments, the Association shall provide for maintenance of the following responsibilities. Paid-in Resident Capital Reserve funds for anticipated future expenses shall be accumulated at budgeted rates based on expected property deterioration and depreciation:

- (a) Pavements, curbs, gutters, and storm drains;
- (b) Common roadside areas and landscaping;
- (c) All lawn areas;
- (d) The Clubhouse, swimming pool, and other common improvements and facilities;
- (e) Common condominium areas and services including landscaping; (as agreed with the Clubview Homeowners Association);
- (f) Underground sprinkler systems;

The following repair and maintenance services will be provided to Residential Units, subject to policies established by the Board of Directors:

- (g) Maintenance and repair of roofs, including roof replacement when shingles are eroded to base;
- (h) Maintenance and repair of exterior surfaces, including repainting as required. Exterior steps and landings installed by builder and required by code will be handled as follows:

1. Steps and landings already painted will be repainted.
2. No treated wood will be painted unless previously painted by builder.
3. Decks painted by builder prior to 1992 construction will be repainted.

- (i) Maintenance and repair of decks, stoops, outside steps, and fences; also maintenance and repair of retaining walls.

Association-provided services do not include actual replacement in whole or in part of glass surfaces, decks, patios, fences, gutters, or siding.



Except as specifically provided above in this Section 10, each owner of a residence within Hulon Greene Community shall maintain and repair such residence, at his own expense, in such a manner as to assure that the exterior appearance of the residence is consistent with the standards of appearance and quality established by these Protective Covenants.

In the event the Association shall determine that the need for maintenance or repairs by the Association, as provided for in this Section, is caused by the willful or negligent act of a resident owner, his lessee or their family, guests or invitees and not covered or paid for by insurance, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such residence owner is subject.

It is agreed that access to all roads shall be available for the passage of fire, police and other emergency vehicles and personnel or equipment at all times and that such responsibility lies with the respective property owners, their agents, guests and employees.

**SECTION 11. CLUB SITE:**

The area designated as “Club Site” in Exhibit A and all improvements thereon shall be utilized solely for the benefit of owners of Residential Units and their guests.

**SECTION 12. ENFORCEMENT:**

In the event of a violation of any covenant or obligation set forth herein, the Association and the owners of all Residential Units within the Property, or any of them jointly or separately shall have the right to proceed at law or in equity to compel compliance with such Covenant or obligation, or to recover damages by reason thereof. In such case the Association shall be entitled to recover from the violator interest of unpaid obligations and costs incurred, including reasonable attorney’s fees as allowed by law. The failure to enforce any right, reservation, obligation, restriction, or condition contained herein, for any period of time, shall not be deemed as a waiver of the right to do so.

These Covenants and obligations are deemed to run with the land and shall be binding upon all parties owning any portion of the Property, their heirs, administrators, executors, successors, and assigns, and all parties claiming against them and through them for a period of fifty (50) years from the date of this revision of the Protective Covenants, Restrictions and Easements is recorded in the RMC Office for Lexington County, after which such Covenants shall be automatically extended for successive period of ten (10) years each unless an instrument signed by persons owning eighty (80%) percent of the Residential Units within the Property at such time, agreeing to terminate or change said Covenants in whole or in part, shall be recorded in the RMC Office for Lexington County.

In addition to other remedies referred to above, the Association shall have a lien on the Property of any owner of any numbered lot and upon all property owned by persons represented by any other homeowners association formed to represent multifamily unit owners with the Property, upon failure of any such party to pay any

assessment imposed by the Association. Said lien shall become effective automatically if such assessment has not been paid within ninety (90) days after the due date thereof. The Association shall have the right to enforce said lien by foreclosing same in the appropriate courts, according to laws applicable to the foreclosure of mortgages and similar liens in the State of South Carolina. Notwithstanding any provision contained herein, the lien of the Association for collection of assessments shall be subordinate to the lien of any first mortgage placed on any Residential Unit at any time. Upon exercise of its right to foreclose, the Association may elect to declare the entire remaining amount of the annual assessment due and payable and collect the same through foreclosure. All costs and unpaid assessments shall accrue interest from the first day of nonpayment at the then current rate of 7-Year U.S. Treasury Notes. Reasonable attorney's fees, as allowed by law, shall be added to the delinquent amount. In the event of such foreclosure, the owner shall be required to pay a reasonable rental for the lot or unit after commencement of the foreclosure action, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same. 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 or unit.

**SECTION 13. AMENDMENTS:**

This instrument and any exhibits hereto may be amended by a written instrument, recorded in the RMC Office of Lexington County, South Carolina, executed by (i) the officers of the Association (pursuant to the approval of the Board) and (ii) any parties together owning at least 80% of the Residential Units within the Property at the time of such proposed amendment.

**SECTION 14. MISCELLANEOUS:**

(a) Nothing contained herein shall cause the owners of various portions of the Property to be deemed a partnership, an association or other legal entity, other than as specifically set forth herein. The relationship among owners of portions of the property is strictly a contractual relationship governed by the terms of this instrument and by applicable law.

(b) This instrument shall be interpreted and enforced according to the laws of the State of South Carolina.

(c) Invalidation of any of these Covenants by judgment or court order shall in no wise affect any of the other provisions hereof, all of which shall remain in full force and effect.

(d) The Association shall have the right, but not the duty, to enter the residence and to go onto the Property of any owner of a Residential Unit in the event of any emergency, or upon learning of any condition, which may threaten the safety of any person or the Property of any person, including the owner himself and his property, in order to take appropriate steps to prevent or mitigate such harm or damage.

(e) Notwithstanding certain duties of the Association to maintain, repair and replace certain portions of residences, other improvements within numbered lots and certain common facilities (as described herein), the Association shall not be liable to any party for injury or damage caused by any latent condition, or by any other condition which is not created by acts or omissions of the Association, nor for injury or damage caused by the elements, other owners of portions of the Property, or other parties.

(f) The Association will maintain books and records reflecting all receipts and expenditures of assessments. Said books and records shall be available for inspection by any Resident Unit owner during reasonable business hours within the office of the Association.

(g) In the event of resale, it shall be the responsibility of the Residential Unit owner, or his agent, to acquaint any prospective property buyer with the current Protective Covenants and Bylaws covering the rules and regulations, which govern the Association. The prospective seller shall notify the Board in writing of intent to sell.

(h) It is the policy of the Homeowners Association that none of its members shall be eligible for paid employment with said Association.

**IN WITNESS WHEREOF**, This instrument is executed by the Board of Directors of the Hulon Greene Homeowners Association, Inc. and at least eighty-six percent (86%) of the owners of the 150 existing Residential Units.

**APPROVED AND SIGNED ON JANUARY 13, 1993**