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| STATE OF SOUTH CAROLINA |) | RESIDENTIAL |
| |) | PROTECTIVE COVENANTS, |
| COUNTY OF ANDERSON |) | RESTRICTIONS & RESERVATIONS |
| | | OF EASEMENTS |

WHEREAS, the undersigned is the owner and developer of a tract of land situate in the County of Anderson, State of South Carolina, containing 42.50 acres and being more particularly shown on a plat made by Farmer & Simpson Engineers, Anderson, S. C. dated January 19, 1989 recorded in the Office of the Clerk of Court for Anderson County, S. C. in Slide 55 at page 3-B to be known as "HUNTERS GLEN", and;

WHEREAS said tract of land will be subdivided into lots to be used for single family residences, and;

WHEREAS, the undersigned deems it necessary, advisable and for the benefit of the future owners of said lots that certain restrictions be imposed and easements be reserved in order to implement a general plan of development of the property as a residential subdivision.

NOW, THEREFORE, the undersigned does hereby declare that the covenants, restrictions and reservation of easements hereinafter set forth shall be appurtenant to and run with the land and will be binding upon the undersigned, its successors and assigns in title to said real property to all or any portion of the above described property.

1. DESCRIPTION OF PROPERTY SUBJECT TO THESE COVENANTS, RESTRICTIONS and RESERVATION OF EASEMENTS: The real property subject to the provisions of this instrument are the lots to be subdivided from a 42.50 acre tract shown on plat made by Farmer & Simpson Engineers, Anderson, S. C. dated January 19, 1989 recorded in the Office of the Clerk of Court for Anderson County, S. C. in Slide 55 at page 3-B.

2. USE: No lot may be used for any purpose other than residential and no commercial activity may be conducted on such lot at any time.

3. BUILDING RESTRICTIONS:
 (a) No structures or other improvements may be placed

on any lot other than a single family residence, not to exceed 2-1/2 stories in height, garage for not more than 2 private passenger automobiles, storage buildings and below ground swimming pool.

(b) Each residence must contain a minimum of 1100 square feet of heated space.

(c) No part of any residence shall be located nearer than 23 feet to the front lot line. Any detached garage, storage shed, swimming pool or other improvement (which does not include a fence) must be located no nearer than 60 feet to the front lot line. No improvements may be located any nearer than 10 feet to any side lot line and no nearer than 10 feet to the rear lot line. Provided, however, that the architectural committee may at its discretion amend the minimum set back lines as to any lot which has a configuration that would not readily accept application of these requirements.

(d) No structure or other improvement may be constructed until the plans and specifications showing the location of landscaping, driveways, walls and fences have been approved in writing by a majority of the members of the architectural committee as to quality of materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation.

The architectural committee will give its approval or disapproval within 21 days of receipt of the plans and specifications. In the event the architectural committee fails to give such written notice within said 21 day period, the plans and specifications will be deemed approved. To protect subsequent purchasers, mortgagees and others dealing with the property, if more than 90 days have passed since the construction was commenced and no action has been commenced in the Court of Common Pleas for Anderson County to enjoin further construction then it will be deemed that approval under this subparagraph (d) was given.

The architectural committee is hereby given the authority to grant variances from the provisions of this instrument and to change lot lines increasing the size of any lot if, in the sole discretion of a majority of such members it is deemed in the best interest of the development and that such

variances will not cause substantial injury to any other lot owner. Provided, however, the minimum set back distance from the front lot line may not be varied more than 5 feet.

4. ARCHITECTURAL COMMITTEE: The names and addresses of the architectural committee as initially composed are of R. D. Garrett, 1809 Wade Hampton Boulevard, Greenville, S. C., W. E. Rumminger, 1809 Wade Hampton Boulevard and Rusty Garrett, 1809 Wade Hampton Boulevard, Greenville, S. C.

The number of members may be increased to no more than five. Selection of new members or replacement of members who are unable or unwilling to serve will be made by a majority of the members of the committee except that if the number drops below 3 then R. D. Garrett, or if he is no longer serving, then the committee member who has served the longest will have the sole right to make such new appointments. Anyone dealing with the architectural committee or any matter pertaining to any action taken by the committee or any successor name in an amendment to this instrument signed by R. D. Garrett or a majority of the architectural committee and recorded in the Office of the Clerk of Court for Anderson County, S. C. will have the right to rely on any written statement of R. D. Garrett.

5. HOMEOWNERS ASSOCIATION: All lot owners are required to be members of the HUNTERS GLEN HOMEOWNERS ASSOCIATION and to pay such dues and assessments and to comply with such rules and regulations as such organization may from time to time require.

6. SUBDIVISION OF LOTS: No lot shall be subdivided, or its boundary lines changed except with the written consent of the Developer, which hereby expressly reserves to itself, its successors and assigns, the right to replat any two or more lots shown on the plat of said subdivision in order to create a building lot or site each of which are larger in size than any one of the lots so subdivided or replatted.

7. TEMPORARY STRUCTURES: No structure of a temporary character, such as mobile homes, house trailers, preconstructed buildings of any type (including mobile homes with wheels removed), campers, basements, tents, shacks, garage, barn or other outbuildings, shall be used or left on any lot at any time as a residence either temporarily or permanently, nor shall it be permissible to stock pile any form of construction materials or any other substance or the parking of equipment on any lot which

would be unsightly to the community, except during the actual time of construction of said house. Exception is made to this paragraph for the developer to have the right to use any temporary units as needed during construction.

8. **NUISANCES:** No lot or tract shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot or tract to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, things, or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property.

9. **FENCING:** (a) No fencing shall be used to enclose any front yard. No fencing shall be used to enclose any rear or side yard, except as approved by Architectural Committee.

(b) No shrubbery, plants or trees shall be constructed or permitted to grow to such a height or width as will obstruct or diminish a clear view of streets or intersecting streets adjacent to any lot. The Developer reserves the right and easement to remove at the Owners expense any obstruction caused by the above which may create a hazardous or unsafe condition to travelers or residents of the subdivision.

10. **SIGNS:** No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than two (2) feet square, advertising the property for sale or rent, or one sign not more than five feet square advertising the property for sale or rent by the builder or other signs by a builder to advertise the property during construction and sales period of said house.

11. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved along and over five feet of each side and rear lot line.

12. **DEVELOPER'S OFFICE:** Nothing contained in these restrictions will prevent Gulf Atlantic Properties, Inc. or its successors or assigns from constructing or locating on any lot a temporary or permanent office for sales and marketing purpose.

IN WITNESS WHEREOF, the undersigned hereby sets its hand and seal this 12th day of September, 1990.

IN THE PRESENCE OF: GULF ATLANTIC PROPERTIES, INC.
[Signature] By: *[Signature]*
[Signature] Its President

STATE OF SOUTH CAROLINA)
)
 COUNTY OF ANDERSON) PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named corporation sign, seal and as its act and deed deliver the within Residential Protective Covenants, Restrictions and Reservation of Easement and that (s)he with the other witness whose name is subscribed above witnessed the execution thereof.

SWORN to before me this 12 day of September, 1990. *[Signature]*

[Signature] (SEAL)
 Notary Public for South Carolina

RECORDED THIS 18 DAY OF Sept A.D. 1990
 IN VOL 1065 PAGE 61
 AT 12:46 P.M.
 Lindsey DeShields C.C.P.
 ANDERSON COUNTY, S.C.

FILED FOR RECORD
 ANDERSON, S.C.
 SEP 16 12 45 PM '90

**BY-LAWS OF
HUNTERS GLEN HOME OWNERS ASSOCIATION, INC**

PURPOSE OF THE HUNTERS GLEN ASSOCIATION

THE PURPOSE OF THE ASSOCIATION, A SOUTH CAROLINA NON-PROFIT CORPORATION, IS TO FURTHER THE COMMON INTERESTS OF ITS MEMBERS BY MAKING HUNTERS GLEN AN ATTRACTIVE, ENJOYABLE, AND SAFE RESIDENTIAL COMMUNITY AND TO PROMOTE COMPLIANCE WITH THE COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE DECLARATION OF EASEMENTS AND PROTECTIVE COVENANTS OF THE HUNTERS GLEN SUB-DIVISION.

Amended November 13, 2004

**ARTICLE I
DEFINITIONS**

The terms as used in the by-laws are defined as follows:

- A. "Association" means the Hunters Glen Association, Inc., a non-profit Corporation.
- B. "Board" means the Board of Directors of the Association.
- C. "By-Laws" means the By-Laws of the Association.
- D. "Declaration" means the Declaration of Easements and Protective Covenants for Hunters Glen as recorded in the office of the Clerk of Court for Anderson county.
- E. "Developer" means Gulf Atlantic Properties/ Seppala Homes Inc., and its successors.
- F. "Development" means Hunters Glen Sub-Division as the same may be shown on maps thereof.
- G. "Lot" means any lot in the development included from time to time in the definition of lot set forth in the declaration.
- H. "Owner" means:
 - 1.) Any person, except Gulf Atlantic Properties/Seppala Homes Inc., and its successors, who holds fee simple title to any lot.
 - 2.) Any person or legal entity who has contracted to purchase fee simple title to a lot pursuant to a written agreement, which provides that the purchaser shall be a member of the Association and the seller shall cease to be while said agreement is in effect.
 - 3.) The owner of two adjoining lots shall be considered to own one lot for voting and assessment purposes only if a single residential building is located on either lot or a portion of both lots.

**ARTICLE II
ASSOCIATION MEMBERSHIP**

SECTION 1. CLASSES OF MEMBERS: There shall be Members and Associate Members of the Association.

ARTICLE II (CONT'D)

SECTION 2. MEMBERS: Each lot-owner shall, by reason of ownership, become a Member. There shall be one vote and one voting Member for each lot regardless of the number of persons who may have an ownership interest in the lot, or the manner in which title is held by them. The voting Member shall be designated at the request of the Association. The Developer shall be a Member and shall have one vote for each lot which it owns. When a Member ceases to be an Owner, such person shall no longer be a Member.

SECTION 3. ASSOCIATE MEMBERS: If not otherwise a Member, each of the following shall be entitled to be an Associate Member:

- a.) A Member's spouse and children who have the same principal residence as the Member.
- b.) Persons who by virtue of a contractual agreement with the developer are entitled to be Associate Members.
- c.) Persons who are tenants or otherwise are properly regular occupants of any dwelling situated in Hunters Glen. Associate Members shall have no vote or right to notice of any regular or special meetings of Members. The privileges and duties of Associate Members shall be established from time to time by the Board by resolution and need not be the same as those of Members.

SECTION 4. SUSPENSION OF PRIVILEGES OF MEMBERSHIP: The Board may suspend the privileges and voting rights of any Member for:

- a.) Any person for which any Association charged on such Member's lot remains unpaid;
- b.) The period of any continuing violation by such Member or Associate Member of the provisions of the Declaration after the existence thereof has been declared by the Board.
- c.) A period to be determined by the Board, for repeated violations of the By-Laws or the rules and regulations of the Association.

ARTICLE III MEETINGS OF MEMBERS

SECTION 1. PLACE OF MEETINGS: Any meeting of Members shall be held in Anderson County, South Carolina, at such place therein as may be stated in the notice of such meeting.

ARTICLE III (CONT'D)

SECTION 2. THE ANNUAL MEETING: The annual meeting of Members shall be held on the third Saturday in May beginning in 1995.

SECTION 3. SPECIAL MEETINGS OF THE ASSOCIATION: Special meetings may be called by the Board at any time in the manner herein provided. A special meeting shall also be called upon the written petition of twenty percent of the Association's Members who would have the right to vote at such meeting. Such petition shall set forth the purpose of the special meeting.

SECTION 4. NOTICE OF MEETINGS OF THE ASSOCIATION: The Board shall give written notice of the place, date and hour of the meeting and, in case of special meeting, the purpose or purposes for which the meeting is called. The notice shall be delivered to all voting Members not less than twenty days nor more than forty days before the date of the meeting. If mailed, such notice shall be deemed to have been delivered when deposited in the U.S. Mail addressed to the Member at his address, as it appears on the Association's records, with postage prepaid: or such notice may be published in any newspaper or publication printed under the auspices of the Association and distributed to all Members. At a special meeting, no business shall be conducted except that stated in the notice of said meeting.

SECTION 5. QUORUM: A quorum at either a special meeting or the annual meeting shall be representation, in person or by proxy, of thirty (30) Members entitled to vote at such meeting. The vote of a majority of the voters entitled to be cast by the quorums at any meeting shall be necessary for the adoption of any matter voted upon by the Members, unless a greater proportion is required by law or the Association's By-Laws.

ARTICLE IV THE DIRECTORS

SECTION 1. POWERS. The Board shall:

- a.) Manage the affairs of the Association with the advice and consent of Members.
- b.) Act in behalf of the Association on matters such as the execution of deeds, mortgages, notes, bills of sale, insurance, purchases and sales of property but only after appropriate prior approval by the Members.
- c.) Serve as an appeals board to review and adjudicate complaints filed in writing against any action or decision of any Association committee.
- d.) Designate a banking institution or institutions as depository for the Association's funds and the officer or officers authorized to make withdrawals as well as execute obligations on the Association's behalf.
- e.) Perform other acts the authority for which has been granted herein or by law.

ARTICLE IV (CONT'D)

f) Elect from among its directors the officers of the Association. It may also establish Association Committees and appoint the Members thereof, assigning to such committees responsibilities and duties not inconsistent with the provisions of these By-Laws or with the law.

g.) The Board shall, prior to each annual meeting in each year starting 1994/6 develop an operating budget for the coming fiscal year July 1 through June 30. The budget shall then be submitted for approval by the Members at the annual meeting. After such approval, the Board shall not over-spend the total approved budget by more than ten percent without calling a special meeting of Members to obtain authorization.

No annual assessment against lot owners shall exceed \$ _____ per lot unless this limit is increased by a two-thirds vote of all Members at a meeting for this purpose.

The members shall have had a reasonable opportunity prior to the annual meeting to review and comment on the Board's proposed budget either at hearings held thereon or through such other means as the Board may direct.

The board may, by resolution, fix the time for payment of the annual assessments which may be monthly, quarterly, semi-annual or annual basis. No assessment shall be levied against lots owned by the Developer except as provided in recorded declarations. ,

SECTION 2. NUMBER OF DIRECTORS: The number of Directors shall be seven.

SECTION 3. TERM: The Directors shall serve for a term of two years, except that in 1994, two of the Directors shall be elected to serve one year and three for two years. Thereafter, two Directors will be elected in the odd-numbered years and three in the even-numbered years, all for two-year terms. However, no Director may be elected to serve more than two consecutive terms. Directors' terms shall start immediately after adjournment of the annual meeting at which they are elected.

SECTION 4. QUALIFICATIONS OF DIRECTORS: A director shall be at least twenty-one years of age and a Member.

SECTION 5. ELECTION OF DIRECTORS:

a.) Election of Directors shall be by written ballot. In all elections of Directors, each Member eligible to vote may cast one ballot for each lot for which that person is the voting Member. On each ballot, the voting Member shall cast one vote for each lot owned to designate his or her choice of candidate for each vacancy to be filled. The candidates receiving the largest number of votes shall be elected to the vacancies to be filled.

ARTICLE IV (CONT'D)

- b) A member wishing to join the Board should submit their name to the association:
 - 1. (30) days in advance of the Annual Meeting
 - 2. By Nomination at the Meeting
- c) All Nominees for Vacant and/or replacement Board membership will be presented at the Meeting.
- d) Ballots will contain spaces for writing in names of candidates
- e) Ballots shall be distributed to the Members attending the Meeting, one ballot per member (and/or proxy). Members shall indicate their preference for no more than seven candidates on ballot.
- f) Election Results - No more than three members at the Meeting who are not on the current board and who are not candidates will serve as the Election Committee and will count and certify the election. Candidates receiving most votes will be elected to the Board. In the event of a tie, a coin toss will be used by the Election Committee to determine the outcome.
- g.) All ballots shall be retained by the Secretary for a period of ninety days after the annual meeting.
- h.) Any vacancy on the Board occurring between annual meetings shall be filled by the remaining Directors for the full unexpired term.

SECTION 6. PROXIES: Every Member entitled to vote or execute consents shall have the right to do so either in person or by an agent or agents authorized by a written proxy executed by such member or his duly authorized agent and filed with the Secretary. No such proxy shall be valid for more than eleven months from the date of its execution unless the written proxy specifies the length of time for which it is to continue in force, but in no event shall the proxy be valid for more than three years from its execution date.

SECTION 7. MEETINGS OF THE BOARD OF DIRECTORS The Board shall meet at least quarterly. A majority of the Directors shall constitute a quorum to transact Board business. Special meetings of the Board may be called by a majority of the Board and shall be held

SECTION 7. (CONT'D)

at such place as the call or notice of the meeting shall designate. Notice of a special meeting shall be given, either in writing or orally, at least twenty-four hours prior to the date of said special meeting, but such notice may be waived by all Directors in writing. If a Board resolution is adopted setting forth the times of regular meeting, no notice of such meetings shall be required, or waived.

SECTION 8. ACTION WITHOUT MEETING: Unless prohibited by law, any action which may be taken at a Board meeting may be taken without a meeting if authorized in writing and signed by all of the Directors. This authorization shall be filed with the Secretary.

ARTICLE V THE OFFICERS

SECTION 1. OFFICERS: The officers of the association shall be the Chairman, Secretary and Treasurer of the Board and such other officers and assistant officers as the Board may from time to time elect. Any two or more offices may be held by the same person, except the offices of Chairman and Secretary.

SECTION 2. CHAIRMAN: The Chairman shall preside at Board and Membership meeting and be vested with the powers and duties generally incident to the office of the Chairman and chief administrative officer of a non-profit corporation, except as may be otherwise set forth in the By-laws.

SECTION 3. SECRETARY: The Secretary shall keep the minutes of the business and other matters transacted at the meetings of the Members and of the Board and shall mail, or cause to be mailed, all notices required under the By-Laws. The Secretary shall have the custody of the corporate seal and records, and maintain a list of the members and their addresses and perform all other duties incident to the office of Secretary. If the Chairman is unable to preside at a Board meeting, the Secretary shall preside.

SECTION 4. TREASURER: The Treasurer shall have custody of all the Association's funds, collect moneys due, pay Association obligations with Association funds, and perform such other duties as are incident to the office of Treasurer. The Board may require that the Treasurer be bonded for such amount and under such conditions as the Board may require. The Board may also provide for a periodic audit of funds under the custody of the Treasurer.

SECTION 5. REMOVAL OF OFFICERS: Any officer may be removed when, in the judgment of the Board, the best interests of the Association will be served by such removal.

**ARTICLE VI
AMENDMENTS**

These by-Laws may be amended by an affirmative vote of seventy-five percent of the Members present and voting at any annual meeting or any duly called special meeting of the Association, provided advance notice of the proposed amendment(s) is given in the call of the meeting.

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