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THINGS YOU SHOULD KNOW...

Following is some general information that you may find useful as an owner in Gregg Park.

MANAGEMENT COMPANY: Weston Management, Inc. is the managing agent for the Gregg Park Homeowners Association.

FEES: Quarterly association fees are due the 1st day of the first month each quarter. - July 1, October, January 1 and April 1. Reminder notices are sent approximately 20 days prior to the due date each quarter. This provides an approximate 45 day grace period for payment of fees before a late fee is assessed. The late fee schedule is as follows:

If fees are unpaid 45 days after due date - \$25 assessed

Collection of fees still past due beyond 45 days will be handled according to procedures outlined in the Restrictive Covenants of the Association.

Mail all fees to the following address:

Weston Management, Inc.
P.O. Box 5856
Columbia, SC 29250
803-254-2663

Weston Management's street address is 616 Ott Road. Please indicate lot number or street address on all checks.

BUDGET: If you are a first time owner of a lot located in an Association you may want to know that the following items are included in your budgeted association fee:

- Recreational facilities maintenance and repairs—
pool/tennis courts/pavilion/clubhouse
- Other common area maintenance and repairs - lakes/roads/trails
- Common area utilities
- Legal and auditing fees
- Reserve for capital improvements
- Other expenses involved in management of the Association

PHONE NUMBERS ARE IMPORTANT!

If you have not given Weston Management your phone number, please call them immediately so that it may be programmed into the entrance gate. If you change your phone number, please let them know so that the new number can be programmed into the gate phone as well. The front gate directory will not work on your phone if it has not been programmed.

FRONT ENTRANCE GATES – FOREST DRIVE

The gates are open 7:00am – 7:00pm Sunday - Thursday and 7:00am – 8:30pm Friday and Saturday. Listed below are the methods of entry regarding the security gate for owners and their guests.

Owners may use:

1. Transmitter– Use transmitter upon arrival at the gate. A weak transmitter battery will not activate the opener. Transmitters are available for purchase at Weston Management for \$28.00 each.
2. Card Entry Pad– Use the card reader located past the guard house to open the gate. Cards can be obtained from the Weston Management for \$10 per card. Please safeguard this card and do not give it out to unauthorized persons. If your card is lost, call Weston Management so that the card number can be removed from the authorized list.

Guests may use:

1. Upon arrival at the gate entrance, guest should locate the desired owner's corresponding code on the directory and enter this number. Once the code is keyed and contact is made with the homeowner, the homeowner should dial "9" on his/her phone and the gate will open. Code may not operate from a cordless phone.

BACK ENTRANCE GATES (by Wal-Mart)

For use by owners only. Must have card or transmitter to enter or exit.

If you should ever have a problem with these procedures, contact Weston Management.

AUTO DECALS: Place the decal on the lowest *left front* windshield of your automobile. Call Weston Management should you trade cars or need additional decals.

COVENANTS: If you do not have a copy of the Restrictive Covenants for the Association, please call Weston Management.

BOARD OF DIRECTORS: The Board of Directors meets at 6:00pm the third Tuesday each month at the Clubhouse. Owners are welcome to attend.

ARCHITECTURAL COMMITTEE: The Architectural Committee meets the 1st Monday of the month at the Clubhouse.

GREGG PARK CLUBHOUSE REGULATIONS

The clubhouse is an attractive, well-designed facility that is available for use by Gregg Park property owners. It is a major item in the Gregg Park Homeowners' Association inventory of common property, and it is important that everyone assume responsibility for the judicious use and maintenance of the clubhouse (and other common areas). Use it and enjoy it, but don't abuse it.

WHO MAY USE THE CLUBHOUSE

The clubhouse is for the use of property owners. Reservations may be made **only by Property owners** who have paid all fees and deposits for clubhouse use and are current with GPHOA assessments. **Property owners** making reservations **must attend** the function and are **responsible** for the conduct of their guests and any property **damage** that may occur.

PROCEDURE FOR RESERVING CLUBHOUSE

Reservations are handled by Weston Management, Inc., Monday through Friday. The telephone number is 254-2663. Keys may be picked up Monday through Friday at Weston Management's office at 616 Ott Road.

A reservation agreement must be signed to confirm the reservation, and all fees and deposits must be paid at that time. **The security deposit will be refunded if there is no damage, and if there have been no infractions of clubhouse parking and other regulations.** All fees and deposits will be refunded if the reservation is cancelled thirty (30) days in advance of the date of use. No refunds will be made for reservations cancelled less than thirty (30) days before the date of use.

While fire regulations will allow functions with up to 225 people, please be aware that there is very limited parking in the clubhouse parking lot, and that vehicles may not be parked anywhere else within Gregg Park for clubhouse functions. Arrangements for shuttle service may be necessary, and will be the responsibility of the owner who makes the reservation.

A contract **is not required** for GPHOA business or social functions (Board of Directors meetings, GPHOA parties, Women's Club, Bridge Club, other groups of 25 or less, etc.). **However, a reservation must still be made with Weston Management, Inc.** to reserve the date and time.

USING THE CLUBHOUSE

Property owners making reservations *must attend* the function and are **responsible** for the conduct of their guests and for any property **damage** that may occur.

At the time of making the reservation, the property owner will be given instructions regarding heat and air conditioning, etc. Please observe these rules.

Property owners are expected to remove leftover food, decorations, trash, and other personal items **immediately** after using the facility. A clean-up crew will thoroughly clean the clubhouse early the next morning and **will dispose of any remaining items. Although a professional cleaning crew will do the heavy cleaning such as mopping, sweeping, etc., persons using the facility are expected to provide light cleaning, remove personal items, and remove debris from the parking lot and other exterior areas.** Failure to adhere to this policy may result in loss of security deposit.

PARKING REQUIREMENTS

Parking on the street is not permitted. All persons attending functions at the clubhouse are **expected** and **required** to park in the parking lot adjacent to the clubhouse. The parking lot will only accommodate 55 cars. Any event expecting more than 55 cars must arrange for parking outside the Gregg Park grounds. **Parking infractions may result in forfeiture of security deposit.**

FEES AND DEPOSITS FOR CLUBHOUSE USE

	1-30 people	31-75 people	76-150 people	151-225 people
RENTAL (first use of calendar year)	no charge	\$125	\$300	\$400
RENTAL (each additional use)	no charge	\$250	\$600	\$800
SECURITY DEPOSIT	\$200	\$250	\$600	\$800
CLEANING FEE	weekday	n/a	\$ 75**	\$ 75**
	weekend	n/a	\$100**	\$100**
SECURITY GUARD DEPOSIT	n/a	\$65	\$130***	\$130***

* Deposit or portion thereof will be refunded if there is no damage and if there have been no infractions of clubhouse parking and other regulations.

** Professional cleaning is required for groups exceeding 30 people.

*** Two (2) security guards are required for groups exceeding 75 people.

DATE: _____

Re: CLUBHOUSE RESERVATION

The Gregg Park Clubhouse has been reserved in your name for the event indicated in the enclosed contract. Kindly sign the original Clubhouse Reservation Agreement and return it along with your check in the amount indicated below.

Also enclosed are copies of the Clubhouse Reservation Agreement and the Clubhouse Instructions for your use.

Your reservation is not confirmed until the contract and your check have been received by this office. Please send them to us at your earliest convenience. If the contract and reservation check are not received within ten (10) working days of the above date, the reservation will be cancelled.

Sincerely,

GPHOA Representative

GREGG PARK CLUBHOUSE RESERVATION AGREEMENT

The Clubhouse is for the convenience and enjoyment of members of the Gregg Park Homeowners' Association (GPHOA). Reservations may be in the name of the property owner only.

Gregg Park Property Owner Name: _____

Address: _____

Phone: (h) _____ (w) _____

Function Date: _____ Time: From _____ To _____

Number of People: _____ Security Guards Needed: Yes _____ No _____

Type of Function: _____

Rent: \$ _____

Security Deposit: \$ _____

Cleaning Fee: \$ _____

Security Guards: \$ _____

Total: \$ _____

As a member in good standing, I am reserving the Clubhouse for the date/time stated above and knowingly agree to the following terms:

1. Fees and deposits are to be made according to the schedule determined by the Board of Directors of GPHOA.
2. This agreement reserves only the Clubhouse. It does not preclude other GPHOA members from using the pool, parking lot, pavilion, or tennis courts on the reserved date or time.
3. The GPHOA member reserving the Clubhouse:

(Initial)

 - a) _____ must be present during the time of the function;
 - b) _____ is responsible for any damage to the common property of GPHOA caused by anyone attending the function;
 - c) _____ is responsible for his/her guests' behavior and must take appropriate action to prevent and/or correct any actions by those guests which unreasonably interfere with the rights and privileges of other _____ members of GPHOA.
 - d) _____ guest parking is limited to the lot adjacent to the clubhouse. **Parking**

is not allowed on the street. If there are more cars than parking spaces, arrangements may be made for shuttle parking.

e)_____any light cleaning required, as outlined in the Clubhouse Instructions, must be completed **immediately** after the function.

4. Two security guards are required for groups exceeding 75 people. Weston Management will contract the guards on your behalf.
5. In the event of cancellation of the function, Weston Management is to be notified as soon as possible so that the date will be available for others. Cancellations made at least thirty (30) days before the reservation date will receive a full refund. No refunds will be made for cancellations made less than thirty (30) days before the reservation date.
6. The GPHOA Board of Directors has the right to terminate this agreement at any time and for any reason without liability for any damages incurred by the reserving party or the obligation to find an alternative facility. In the event that the Board of Directors terminates this agreement, a full refund will be provided.
7. The Clubhouse keys are to be returned to Weston Management within 48 hours of the function.

The GPHOA member reserving the Clubhouse shall defend, indemnify, and hold harmless the GPHOA and its Board of Directors from and against any claim, loss, expense, or damage to any person or property arising out of the use of the GPHOA Clubhouse or any act or neglect of the GPHOA member reserving the Clubhouse or such member's agents, servants, guests, or invitees. If any person or entity institutes an action in which the GPHOA and/or any of its Directors is made a party defendant, the GPHOA member reserving the Clubhouse shall indemnify and hold harmless the GPHOA and its Directors from all claims, loss, and liabilities by reason thereof, including reasonable attorney's fees and any costs incurred by the GPHOA and its Directors in such action. This provision shall survive the termination of this agreement.

I have read the above agreement and the attached Clubhouse Instructions and agree to the terms stated hereto by affixing my signature hereto. **Failure to adhere to the terms of this agreement will result in forfeiture of all deposits.**

GPHOA Representative

Gregg Park Property Owner

Date

GREGG PARK LAKES AND TRAILS REGULATIONS

The Gregg Park amenities consist of over 15 acres of waterways, including an 8 acre lake and almost 50 acres of undeveloped wetlands and woodlands. These areas are a major privilege and attraction for use by Gregg Park property owners. The following guidelines have been established to preserve the beauty and privacy of this natural resource. For further regulations please refer to the By-Laws of Gregg Park (May 13, 1991).

WHO HAS ACCESS

Access to the lakes and trails in the Gregg Park complex is for the sole use of Gregg Park property owners and their guests. Visitors must be accompanied by property owner.

Property owners who do not own waterfront property have access to the large lake and trails from the area near the dock.

Property owners who border on the lake or water course have the right to restrict the use of the shoreline above two feet above the high water mark in front of their property. However, no projections of any kind (dock, float, raft, etc.) can be constructed over the lake or water course unless approved by the Architectural Committee.

Neither the GPHO nor the property owner bordering on any lake or water course is responsible for individuals' safety or for the purity or cleanliness of the water in front of their lot.

ACTIVITIES ALLOWED ON LAKES AND TRAILS

- Hiking and jogging are allowed on the designated trails in Gregg Park.
- No swimming is allowed in any lake or water course.
- Boat launching and lake access are allowed only from the designated dock area on the large lake but these activities are undertaken at your own risk. The combination for the boat yard lock is "3-6-5-7".
- Picnicing is restricted to the area near the dock. Any containers or other waste material brought in by your party must be removed as soon as you leave the vicinity.
- No open fires are allowed in the area.
- No motorcycles or any other motorized vehicles may be used on any trail or woodland property in Gregg Park. Small non-motorized vehicles are acceptable.
- No motor boats or any other type of power boats with the exception of electric trolling motors may be used on any lake or water course. Small non-motorized boats, less than 20 feet in length are acceptable.
- Adults who fish should possess a current South Carolina fishing license and should return any bass under 3 pounds in weight or 16 inches in length.

GREGG PARK TENNIS COURT RULES

- At least one Gregg Park owner per court
- Courts available on first come, first serve basis only - No Reservations
- If others are waiting, limit playing time to:
1-1/2 hours for singles, 2 hours for doubles
- Proper tennis attire required
- Proper tennis etiquette must be observed - no excessive noise, racquet throwing or profanity is allowed
- No activity except tennis allowed on courts. No skates, skateboards or bicycles
- No smoking allowed on courts
- No glass containers allowed on courts
- Courts open for play 7:00am to 10:00pm
- Turn off lights before leaving

GREGG PARK PAVILION AND POOL REGULATIONS

POOL

The pool is for the exclusive use of Gregg Park property owners and their guests. Guests must be accompanied by a property owner.

The pool and tennis courts shall remain accessible to all homeowners regardless of pavilion functions. Set-up for pavilion functions should not encroach on the pool or tennis areas.

The months of operation for the pool shall be from May 1 to October 1 (in the event of unusually warm weather mid-April to mid-October).

The pool shall be open from 8:00am until dusk. The following rules and statements are posted at the pool and shall be observed by all homeowners and their guests:

NO LIFEGUARD — SWIM AT YOUR OWN RISK

No night swimming

No solo swimming

Shower before entering pool

No pets or glass in the pool area

No running, boisterous or rough play

No spitting or blowing of nose

No persons with communicable diseases, skin, eye, ear, or nasal troubles or open sores

Max. bathers - 292 Kiddie pool - 11

First aid supplies are located by restrooms

Call 911 for emergencies

PAVILION

The pavilion should be used for small social functions in which the property owners attend and participate. (Maximum: 50 seated or 75 standing)

Reservations for the pavilion can be made only by residents and lot owners who have paid the required deposit and are current with Association assessments.

Teenage parties must be chaperoned by parents.

Gas grills may be reserved with the pavilion. If the pavilion has not been reserved, the grills are to be available on a first come/first serve basis.

In addition, swimming is prohibited during lightning and whenever the "POOL CLOSED" sign is on the gate.

Children wearing diapers are not allowed in the large pool but may wear a diaper in the kiddie pool.

Children (12 and under) must be accompanied by an adult (age 16 or over and capable of swimming) who is to remain in the pool area at all times.

PROCEDURE FOR RESERVING PAVILION

Reservations shall be handled by Weston Management, Inc. at (803) 254-2663.

Reservations should be made at least 48 hours prior to the requested date. The pool, tennis courts, and basketball court shall remain accessible to all homeowners at all times.

At the time of the reservation, all persons shall make a \$100.00 refundable cleaning/damage deposit. The deposit will be returned if the pavilion is left clean and free of damage. An approximate number of guests should also be stated at the time of the reservation.

The homeowner is responsible for setting up tables and chairs and returning them to the storage closet. All trash should be removed and the kitchen left as found. A checklist will be posted in the kitchen area listing clean-up expectations.

Homeowners making reservations may be advised by Weston Management of potential conflicts with clubhouse functions causing traffic and parking problems for the neighborhood.

A guard will be hired by user for groups exceeding 75 to control traffic. (If clubhouse is first reserved for less than 75 people but pavilion rental for the same time/day causes the total numbers to surpass 75, the second homeowner must hire the traffic guard or choose another date. The converse would also be true: if the pavilion is first reserved for less than 75 and a subsequent clubhouse rental for the same time/day causes the combined numbers to surpass 75, the second homeowner making the request is responsible for hiring the traffic guard or choosing another date. Weston Management will keep tabs on such possibilities and advise homeowners accordingly, keeping in mind that a combined total of 225 people is the most the area should accommodate on one occasion.

GREGG PARK ARCHITECTURAL REGULATIONS

PREFACE

The following pages contain architectural guidelines for building in Gregg Park. Most situations where questions can arise are covered. However, the Architectural Review Committee reserves the right to raise any additional questions that it feels are necessary to allow it to fulfill its mission as defined in the Gregg Park Homeowners Association By-Laws. The Board reserves the right to change the attached guidelines at its discretion.

GREGG PARK ARCHITECTURAL COMMITTEE GUIDELINES

These guidelines are established by the Gregg Park Homeowners Association to maintain a high quality of residential development and to ensure that all homes and other structures are of appropriate size, are harmonious in design, are properly located in relationship to neighboring structures and are adapted to the terrain of each lot. According to the Gregg Park Restrictive Covenants (Article V, Section 1-4), which every property owner has agreed to abide by, the Architectural Committee has full architectural control in Gregg Park. (Please refer to your Covenants for full details.) If you were not given the Covenants at closing, please call Weston Management at 254-2663 for a copy.

These guidelines also help promote Gregg Park as a clean and quiet place to live, even during construction. All compliance with the Gregg Park covenants, local building codes, laws and other regulations are the responsibility of the owner. No action by the Gregg Park Architectural Committee negates this responsibility of the owner. Upon completion of construction, all Covenants and architectural guidelines remain in force.

ARCHITECTURAL REVIEW: No building, fence, wall or other structure of any kind or alteration or additions or change of exterior to the structure shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, height, materials, color, and the locations of the same have been submitted to and approved by the Architectural Committee. The Committee will look at the plans with respect to the conformity and harmony of external design, to general quality with the standards of Gregg park, to the location of structures in relation to surrounding structures and topography and to finished ground elevation. No metal or vinyl siding will be approved. A sample of wood-product siding must be submitted for approval.

Requests should be submitted to the Architectural Committee in writing and information submitted should include, but not be limited to: (1) the site plan showing the location of all proposed and existing structures, including building setbacks, open space, driveways, walkways, dog runs, pool (including pool houses and fences), fences, parking spaces, (2) foundation plan, (3) floor plan, (4) exterior elevations with cross-sections of all proposed structures. Any alterations to structures, specifications of materials, colors, permanent lighting schemes and other details affecting the exterior appearance of all proposed structures, or any alterations to existing structures and major landscaping and grading changes shall also be submitted along with pictures or sketches.

The above information should be submitted to the current Chairman. The Committee meets the 1st Monday of each month at 5:30pm in the Clubhouse. Please submit request three days prior to meeting in order for request to be included on the agenda. If there are no requests the committee does not meet. Owners are welcome to attend the meetings.

All requests for new construction, additions, alterations, fencing/gates, color changes, etc., are brought before the committee and all decisions are made by the committee and not by individual committee members. When a request is approved by the committee a committee member is assigned to each new home and/or project on a rotating basis and acts as the committee liaison. The homeowner is then notified in writing of committee approval of his/her request and given the name and phone number of his/her liaison committee member. From that time forward all subsequent requests on that particular project are submitted to the liaison who will bring it to the Architectural Committee for approval.

When work is completed, request for Builder's Deposit Refund should be sent to the Committee Chair who will forward request to Weston Management if work has been completed. If you have any questions, please do not hesitate to call a Committee member. Attached is Gregg Park Construction Guide which will be furnished to each homeowner before construction begins.

GREGG PARK CONSTRUCTION GUIDE

1. **CLEAN-UP DEPOSIT BY OWNER:** GPHOA has established a policy that prior to any work beginning on construction of the home, the lot owner will write a \$5,000 check to GPHOA as an escrow for clean-up in the event that the builder does not keep trash cleaned up and maintain a dumpster on the site during construction. Before this deposit is used, the builder and the homeowner will be notified. If the condition continues, the Association will have someone clean up the site and there will be a \$200 charge, which will be deducted from the deposit. In the event the deposit is not sufficient to cover clean-up costs, the lot owner is liable for the additional costs. This authority is provided in the Gregg Park Restrictive Covenants.
2. **HOME LOCATION AND ELEVATION:** A site inspection is required prior to clearing your lot, prior to the initial grading and before removing any trees 10 feet beyond the footprint of the house. You are required to: (1) stake the 4 corners of the house any offsets, (2) stake the 4 corners of the lot, (3) string the 4 lot lines and (4) stake any intermittent property line points needed for grading and drainage. On each of these stakes, the existing and proposed elevations must be shown. At the front building set-back at the center, a batterboard with floor level marked shall be erected at the height of the floor level (not pier level), or the corners of the house may be strung with a string at floor level. All of this shall be shown on a copy of the lot site plan. This copy of the site plan shall further show the proposed grading to cover the drainage of this lot so it can be seen that it conforms to the overall master drainage plan. After completion of the house and prior to landscaping, you are to prepare a final drainage site plan and call for another inspection before any planting is done.
3. **GATE ACCESS:** The gates open at 7:00am daily and close at 6:00pm Sunday-Thursday and at 8:30pm Friday and Saturday. Construction is not allowed to commence before the gates open in the morning, and workers should not need to get into Gregg Park after the gates close in the evenings. There is no problem leaving after the gates close, since you only have to drive your vehicle up close to the front exit gate and it will open automatically.
4. **TRASH AND CLEAN-UP:** Builders are required to have a dumpster on the lot for trash and building scraps. Dumpsters are required on all lots, regardless of size, at least from immediately after completion of framing until final grading. Please see that your workers and sub-contractors put their trash in the dumpster. See that your job is “policed”, and that scrap paper, lunch papers and cups, etc. that have blown off your property are put in the dumpster. If Gregg Park personnel have to clean up the lot, the charge will be deducted from the clean-up deposit.
5. **CONSTRUCTION HOURS:** Construction work will only be allowed as follows: Monday-Friday 7am - Dusk, Saturday 7am - 7pm, Sunday 12 Noon - 7pm. Radios are not permitted before 8am any day and loud radios are not permitted. We would appreciate your seeing that your workers and sub-contractors adhere to these requests.
6. **EROSION:** Builders are responsible for preventing silting and erosion of dirt into Gregg Park lakes, onto the streets and onto neighboring lots. Silt fencing must be put up at the time of grading and maintained on all lake-front construction and on all downhill sides of the lot, along the street and along neighboring lot lines. Dirt that washes into the street and neighboring lots must be removed. The silt fence comes with a bottom flap that needs to be laid out in front and dirt put on top to seal the fence to the ground more effectively. Make sure that the brick masons and painters do not get cement or paint on the streets.
7. **PLUMBING:** Each site must have its own water supply and sanitary provisions (port-a-jon) installed at the beginning of construction. Do not use water from adjacent lots or homes.

8. **COLORS:** All exterior finishes must be submitted for approval by the Architectural Committee. You should submit a sample board of your brick and paint chip samples for paint finishes. Stucco colors require a 4 foot by 4 foot sample located on the house itself. Work may not begin until you receive written approval.
9. **NO PETS:** Construction workers and sub-contractors may not bring dogs or other pets to the job site. Gregg Park is in the City of Columbia, and unleashed pets are unlawful.
10. **USE OF THE COMMON AREA FACILITIES NOT ALLOWED:** No contractor or sub-contractor personnel are allowed to use any of the facilities of Gregg Park including, but not limited to, the clubhouse, clubhouse grounds, lakes, water courses, or trails. No fishing allowed.
11. **WATER/IRRIGATION METERS:** The Gregg Park Covenants prohibit property owners from taking any water from the lakes or water courses. Gregg Park's water system was designed for maximum flexibility of installation for water service to homes and to prevent the pavement problems associated with after-the-fact installation of irrigation meters. Installed were 1" galvanized service lines with cut-off valves on lots common to the water mains, and 1 1/2" galvanized service lines with cut-off valves on lots across the street from the water mains. To accommodate the City's installation procedures, the following steps must be taken:

Lots common to water main:

- 1" house meter: install 1" curb stop; purchase meter from City of Columbia
- 3/4" house meter: install reducer 1" to 3/4" and 3/4" curb stop; purchase meter from City of Columbia.
- 1" irrigation meter: install 1' curb stop on irrigation side of tee; purchase irrigation from City of Columbia

Lots across the street from water main:

- 1" house meter: install 1 1/2" tee; install irrigation plug on one side of tee and 1" curb stop on other side; purchase meter from City of Columbia
- 3/4" house meter: install 1 1/2" tee; install irrigation plug on one side of tee and install reducer 1" to 3/4" and 3/4" curb stop on opposite side; purchase irrigation meter from City of Columbia
- 1" irrigation meter: install 1' curb stop on irrigation side of tee; purchase irrigation meter from City of Columbia

12. **TIME LIMITS:** Construction of any plans approved by the Architectural Committee should begin within 12 months. Any plans not started within that time period must be resubmitted for approval before work can begin.
13. **CURB CUTS / RAMPS:** Curb cuts must be approved in writing by the Architectural Committee. A Curb Cutting Contract will be furnished upon request.

As of September 1, 1993, curb ramps are not allowed. Those in existence do not have to be removed. These ramps may not be replaced, repaired or rebuilt. The property owner assumes the responsibility of keeping the gutters and streets clear of crumbling concrete. If and when the ramps need to be removed, the owner must do so at his/her own expense, or the GPHOA will bill him/her for the removal and clean up.

14. **FENCES:** Materials: Only brick, stucco and ornamental iron have been approved across the front of the property where visible from the street.

Brick/Stucco Walls: Approvals need to note that the wall must have weep holes and won't obstruct the natural flow of water.

Along Water: Property lines are no closer than two feet to the high water line according to the Covenants (Article VII, Section 2 (a)(v)) and the property owner must maintain that strip of Association property if it were part of his/her yard (Article VII Section 2 (d)). A fence can be erected along the property line as long as there is enough room for the homeowner to maintain that strip of shore line.

City Regulations (per Chip Land, 733-8343, Zoning, 1993):

- Fences/walls must be 35 feet from front property line; 25 feet on Charleston lots.
- On rear and side property lines, the wall can be up to 6 feet high: 6-7 feet high needs approval from the zoning committee: over 7 feet needs a variance from the city.
- If a house is closer than 5 feet from the property line, the fence cannot be over 4 feet tall.
- On corner lots, fences can be up to 4 feet high at the property line or up to 6 feet high at 1/2 of the front setback. Can apply for variances; visibility around corners is the city's primary concern.

15. **SIGNS:** Realty signs can be put up on any lot for sale. Sign should be removed within reasonable time (about 2 weeks) from the closing of the property.

Sale by Owner signs must be of the type that are professionally printed or commercially available. (The phone number can be hand-written.) One sign per lot. The sign should be placed on a stake in the ground, just inside the front property line.

Builder, Landscaping, etc. signs on construction sites are allowed and should be taken down promptly when the work is completed.

16. **TAKING WATER FROM LAKE/WATER COURSES:** Prohibited by Covenants (Article VII, Sect 2 (a) (v))

17. **PERMANENT OUTDOOR LANDSCAPE LIGHTING:** Subject to approval by Architectural Committee.

18. **SWIMMING POOL FENCES:** All swimming pools are required to be fenced. Design of fence to be approved by Architectural Committee and must meet City Code. (Copies of code can be obtained from city).

19. **SATELLITE DISHES:** No outside radio or television antennas or aerials shall be erected on any lot or residence within the properties. Individual homeowners may request approval for single 18" diameter or small dish antenna on the back of the residence. The plans and location must be approved by the Architectural Committee. The Committee will take into consideration: physical location, height above ground, view from other residences, screening and individual criteria. (Approved by GPHOA Board on June 17, 1997)

GREGG PARK ARCHITECTURAL CONTROL **COMMITTEE INSPECTIONS**

This inspection schedule is to help you and your builder know at what stages the Architectural Review Committee will be checking the site and at what stages approval is needed.

1. **SITE (BEFORE CLEARING)**

Structure corners should be staked

String all 4 property lines

Floor-level marked by batterboard or string

Trees to be removed should be marked

You will receive written confirmation to proceed to next stage.

2. **SITE (AFTER CLEARING)**

String placed along all 4 property lines

String footprint of house/structure

Floor-level marked by string or on batterboard

You will receive written confirmation to proceed.

3. **FOUNDATION**

If brick is used, selection due for approval before it is used in the foundation. You will receive written approval of brick choice.

4. **FRAMING**

5. **EXTERIOR FINISHING**

Final drainage site plan approved by committee before walkways, drive, etc. are finished. All exterior finishing materials and colors must have been approved by committee before finishing is begun. You will receive written approval of above selections, including mailbox selection.

6. **LANDSCAPING**

Landscaping plans approved by committee before installation. You will receive written approval of landscaping plans.

NAME: _____

ADDRESS: _____

GREGG PARK SUBDIVISION BLOCK _____, LOT _____

I/we, the undersigned, request permission from the Gregg Park Architectural Control Committee to make _____ curb cut(s) into Gregg Park curbs because

I understand that the curbs and roads are Gregg Park Homeowners' Association (GPHOA) property and altering them requires written permission from the Architectural Committee.

If given approval to cut the curb, and in consideration thereof, I understand and agree that:

- a. The cuts must be saw-cut on all three (3) sides (including the asphalt/street side) by a licensed contractor, without damage to the existing curb or street;
- b. The old curb must be removed to the full depth of the curb and rebuilt; and
- c. The new concrete area must have a small lip to keep street storm water from traveling down the driveway, and shall be harmonious in design and appearance with the adjacent curb.

In cutting the curb, I, the property owner:

- a. Am responsible for the restoration of the adjacent concrete curb and asphalt street area to their original condition and appearance, if they are damaged, within a reasonable length of time (not to exceed thirty (30) days), or I will be billed for appropriate repairs undertaken by, or on behalf of, the GPHOA.
- b. Assume all responsibility for maintaining the curb-cut and any curb and street areas altered by the cut to GPHOA standards, or I will be billed for appropriate repairs or maintenance undertaken, or in behalf of, the GPHOA.
- c. Assume all responsibility for any storm water runoff down the driveway and into my yard or adjacent yards. If adjacent yards are damaged in any way because of this runoff, I will make reparations and take steps to see that further damage is avoided.

- d. Understand and agree that all improvements made by me on the property of Gregg Park Homeowners' Association shall become part of such property, and shall be subject to the Gregg Park Declaration of Covenants, Conditions and Restrictions as amended from time to time.

The undersigned acknowledges and agrees that the obligations of the undersigned stated above shall run with the land and be binding upon successors in title to the Lot described above.

I shall pay all recording fees associated with the recording of this agreement.

WITNESSES:

_____ (SEAL)

_____ (SEAL)

Property Owner(s)

Date _____

STATE OF SOUTH CAROLINA)
)
 COUNTY OF _____)

PROBATE

Before me, the undersigned notary public, personally appeared the undersigned witness, who, being sworn, deposed and said that he/she saw _____ sign, seal and deliver the foregoing Agreement and that he/she, together with the other subscribing witness, witnessed the execution thereof.

SWORN TO and subscribed before me this _____ day of _____ 20____.

WITNESS _____

_____ (SEAL)

Notary Public for South Carolina
 My commission expires _____

BY-LAWS
of
GREGG PARK HOMEOWNERS ASSOCIATION

ARTICLE I
Name and Location

The name of the corporation is GREGG PARK HOMEOWNERS ASSOCIATION, hereinafter referred to as the "Association". The principal office of the corporation shall be located at Gregg Park, Post Office Box 6988 in Columbia, South Carolina, 29260, but meetings of members and directors may be held at such places within the State of South Carolina, County of Richland, as may be designated by the Board of Directors.

ARTICLES II
Definitions

- Section 1. "Association" shall mean and refer to Gregg Park Homeowners Association, its successors and assigns.
- Section 2. "Properties" shall mean and refer to that certain real property defined as the "Properties" in the Declaration of Covenants, Conditions and Restrictions, as hereinafter referred to.
- Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.
- Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.
- Section 5. "Owner" shall mean and refer to the record owner of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation; provided, however, no Lot may be owned by more than two individuals and, if a Lot is owned by an entity, the ownership of the entity shall be limited to no more than two individuals.
- Section 6. "Declarant" shall mean and refer to Gregg Investors, Inc., its successors and assigns, or successors in title if such successor in title should acquire more than thirty (30%) percent of the Lots from the Declarant for the purpose of development, and shall be designated as such successor Declarant by Gregg Investors, Inc., or by its duly appointed legal representative. Any such designation shall be in writing, shall be recorded in the RMC Office for Richland County, South Carolina, and shall refer to this Declaration. (Any such successor Declarant shall have all rights, powers, and authority of the original Declarant.)

Section 7. “Declaration” shall mean and refer to The Declaration of Covenants, Conditions and Restrictions applicable to Gregg Park executed by Declarant, and recorded in the R.M.C. Office for Richland County, South Carolina.

Section 8. “Member” shall mean and refer to those persons entitled to membership as provided in the Declaration and in Article III of these By-Laws.

ARTICLE III

Membership and Property Rights

Section 1. Membership: Every owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot subject to assessment. The voting rights of the members shall be as provided by the Declaration.

Section 2. Property Rights: Each Member shall be entitled to the use and enjoyment of the facilities as provided in the Declaration. Any Member may delegate the Member’s rights of enjoyment of the Common Area and facilities to the Member’s immediate family, the Member’s tenants, or contract purchasers who actually reside on the Lot. Subject to the provisions of Article IV, Section 3 (e) of the Declaration, the Owner of an unoccupied Lot may delegate such rights to the member’s immediate family upon obtaining the prior written consent of the Board of Directors of the Association. Such Member shall notify the secretary of the Association in writing of the name of the delegate. The rights and privileges of such delegate are subject to suspension to the same extent as those of the Member.

ARTICLE IV

Meeting of Members

Section 1. Annual Meetings: The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting shall be held during the same week of the same month of each year thereafter, at the hour of 7:00 o’clock pm or at such time published in the notice. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings: Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon the written request of the Members who are entitled to vote ten (10%) percent of all the votes of the Class A membership.

Section 3. Notice of Meetings: Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by personal delivery or by mailing a copy of such notice, postage prepaid, at least 10 days, and not more than 50 days before such meeting, to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Waiver by a Member in writing of the notice required herein, signed by him before or after such meeting, shall be equivalent to the giving of such notice.

Section 4. Quorum: The presence at the meeting of the Members entitled to cast, or of proxies entitled to cast, sixty (60%) percent of the votes of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, another meeting may be called subject to the same notice requirement. At the second meeting of members called, the presence of members or of proxies entitled to cast thirty three and one third (33 1/3%) percent of all the votes of membership shall constitute a quorum. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 5. Proxies: At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of the Member's Lot.

ARTICLE V

Board of Directors: Selection: Term of Office

Section 1. Number: The affairs of this Association shall be managed by a Board of nine (9) directors, who need not be members of the Association.

Section 2. Term of Office: At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

Section 3. Removal: Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, such director's successor shall be selected by the remaining Members of the Board, and shall serve for the unexpired term of such director's predecessor.

Section 4. Compensation: No director shall receive compensation for any service such director may render to the Association. However, any director may be reimbursed for such director's actual expenses incurred in the performance of such director's duties.

Section 5. Action Taken without a Meeting: The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI

Nomination and Election of Directors

Section 1. Nomination: Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 2. Election: Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII

Meetings of Directors

Section 1. Regular Meetings: Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hours as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time of the next day which is not a legal holiday.

Section 2. Special Meetings: Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum: A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VIII

Powers and Duties of the Board of Directors

Section 1. Powers: The Board of Directors shall have the power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and
- (f) employ attorneys to represent the Association when deemed necessary.

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

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;
- (b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:

- (1) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;
 - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owners personally obligated to pay the same.
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability insurance covering the Association, its directors, officers, agents and employees and to procure and maintain adequate hazard insurance on the real and personal property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
- (g) cause the Common Area and Streets to be maintained.

ARTICLE IX

Officers and Their Duties

- Section 1. Enumeration of Offices: The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.
- Section 2. Election of Officers: The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.
- Section 3. Term: The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless such officer shall sooner resign, or shall be removed, or otherwise be disqualified to serve.
- Section 4. Special Appointments: The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal: Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies: A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

Section 7. Multiple Offices: The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

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

President

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

Vice-President

- (b) The vice-president shall act in the place and stead of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

Secretary

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

Treasurer

- (d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE X

Committees

The Board of Directors shall appoint an Architectural Control Committee, when as provided in the Declaration this responsibility is assumed by the association and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI

Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable costs.

ARTICLE XII

Assessments

As more fully provided in the Declaration, each Member is obligated to pay the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the legal rate provided by law for judgments of Court enrolled or entered, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may give or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Owner's Lot.

ARTICLE XIII

Corporate Seal

The Association shall have a seal in circular form having within its circumference the words: Gregg Park Homeowners Association.

ARTICLE XIV

Amendments

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XV

Fiscal Year

The fiscal year of the Association shall begin on the 1st day of July and end on the 30th day of June, of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XVI

Conflicts Between Documents

In the event of a conflict between these By-Laws and the Declaration, the provisions of the Declaration shall control.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am duly elected and acting secretary of Gregg Park Homeowners Association, a South Carolina corporation, and;

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 15th day of July 1988

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Association this 15th day of July 1988.

s/ Melba Shealy
Secretary

Now, therefore, Declarant hereby declares that the property described above shall be held, sold and conveyed subject to the following perpetual easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property heretofore described and shall be binding on all parties having any right, title or interest in the aforescribed properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

- Section 1. “Association” shall mean and refer to Gregg Park Homeowners Association, its successors and assigns.
- Section 2. “Owner” shall mean and refer to the record owner of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation; provided, however, no Lot may be owned by more than two individuals and, if a Lot is owned by an entity, the ownership of the entity shall be limited to no more than two individuals.
- Section 3. “Properties” shall mean and refer to that certain real property herinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- Section 4. “Common Area” shall mean all real property which shall be owned by the Association for the common use and enjoyment of the Owners.
- Section 5. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.
- Section 6. “Declarant” shall mean and refer to Gregg Investors, Inc., its successors and assigns, or a successor in title if such successor in title should acquire more than thirty (30%) percent of the remaining unsold Lots from the Declarant for the purpose of development and shall be designated as such successor Declarant by Gregg Investors, Inc., or by its duly appointed legal representative. Any such designation shall be in writing, shall be recorded in the RMC Office for Richland County, South Carolina and shall refer to this Declaration. Any such successor Declarant shall have all rights, powers, and authority of the original Declarant.

ARTICLE II
Property Rights

Section 1. Owners' Easements of Enjoyment: Every Owner shall have a right and easement of use and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable dues, assessments and other fees for the use of the Common Area, including the streets, the recreational facilities situated upon such Common Area and for privacy protection;
- (b) the right of the Association to suspend the voting rights and right to use of any recreational facilities by an Owner for any period during which any assessment against such Owner's Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) subject to the rights of Declarant under Article VI hereof, the right of the Association to dedicate or transfer all or any part of any such Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members; No such dedication or transfer shall be effective unless an instrument signed by at least two-thirds (2/3) of the members, agreeing to such dedication or transfer, has been recorded. The Association may, with the approval of a majority of its Board of Directors, or with an instrument signed by at least a majority of the members, grant easements for utilities or other facilities (including, but not limited to, drainage facilities) that are needed;
- (d) the right of Declarant, so long as Declarant owns Lots, to place advertising signs and literature in any Common Area and to use portions of the Common Area buildings until the Class A votes are equal to the Class B votes;
- (e) the right of the Declarant to mortgage, pledge, or hypothecate any common area, except streets, as security for debts incurred in connection with the improvements to be placed on the Common Area, provided, however, Declarant shall be responsible for such debt, and shall pay all principal, interest and other payments as they come due in connection with such debts and shall, on or before the earlier of (i) the sale of seventy-five (75%) percent of the Lots, or (ii) January 1, 1993, pay any such debts in full and cause any related mortgage, pledge or hypothecation to be satisfied in full, and
- (f) the right of the Association, with the assent of two-thirds (2/3) of the Class A members and the approval of any Class B members, to mortgage, pledge, or hypothecate any common area, except streets, as security for money borrowed or debts incurred.

Section 2. Delegation of Use: Any Owner may delegate, in accordance with the By-Laws, the Owner's rights of enjoyment of any Common Area and facilities to the members of such Owner's immediate family, tenants, or contract purchasers who actually reside on a Lot. Subject to the provisions of Article IV, Section 3(e) hereof, the Owner of an unoccupied Lot may delegate such rights to the members of such Owner's immediate family upon obtaining the prior written consent of the Board of Directors of the Association.

Section 3. Resale of Lots: Within a period of three (3) years from the initial acquisition of title of a Lot or until seventy-five (75%) percent of the lots in Gregg Park are initially sold, whichever occurs first, if an Owner offers an unimproved Lot for sale, Declarant shall have the option to re-purchase the same for the original purchase price paid, plus property taxes paid by the Owner and plus ten (10%) percent of the original purchase price.

ARTICLE III

Membership and Voting Rights

Section 1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. In the event the Owner is an entity and not a person(s), that entity shall, by written resolution, designate the individual who shall be a member of the Association.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on December 31, 1997.

ARTICLE IV

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments: The Declarant, for each Lot owned within the Properties, hereby covenants, and 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 to the Association: (1) annual assessments or charges, including street maintenance and privacy cost, and (2) special assessments, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, late charges, costs of collection, and reasonable attorney's fees, shall be a charge on each Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each assessment, together with interest, costs of collection, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due and upon such Owner's successor in title if unpaid on the date of the conveyance of such Lot.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the administration, operation, improvement, maintenance, use and enjoyment of the Common Area, including the streets, and including, but not limited to, the cost of repairs, replacements, additions, insurance, labor, equipment, materials, management and supervision, other personnel or contract services deemed appropriate, establishing a maintenance and replacement reserve, repaying loans incurred by the Association, including interest, the payment of taxes assessed against such Common Area, and the employment of attorneys, accountants and other professionals to represent the Association when necessary, and to provide other services which the Association is authorized to provide. Additionally, in the event that any Owner fails to properly maintain the exterior of such Owner's residence, including the yard and any fence or fences on the Owner's Lot, the Board of Directors may, by two-thirds ($\frac{2}{3}$) vote, expend portions of the assessments for maintenance of the exterior of such Owner's residence, yard, or fence, in which event, the Owner shall be assessed for such expense of maintenance as provided for in Section 4(c) hereof.

Section 3. Commencement of Assessment and Maximum Annual Assessment:

- (a) Annual assessments shall begin July 1, 1989.
- (b) The maximum annual assessment of the year beginning July 1, 1989 and for each year thereafter shall be established by the Board of Directors of the Association and may be increased by the Board of Directors without approval by the membership by an amount not to exceed ten (10%) percent of the maximum annual assessment of the previous year.

- (c) The maximum annual assessment for the year beginning July 1, 1989 and for each year thereafter may be increased without limit by a vote of two-thirds ($\frac{2}{3}$) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (d) The Board of Directors may determine that an annual assessment is not required, provided, however, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.
- (e) For the years beginning July 1, 1989 and ending June 30, 1992, the Board can, in its sole discretion, distinguish between the occupied Lots and the unoccupied Lots for the purpose of annual assessments, provided, however, the unoccupied Lots shall be assessed, (i) at least at thirty-three and one-third ($33\frac{1}{3}\%$) percent of the assessment set for occupied Lots for the year beginning July 1, 1989 and ending June 30, 1990; (ii) at least fifty (50%) percent of the assessment set for occupied Lots for the year beginning July 1, 1990 and ending June 30, 1991; and (iii) at least sixty-six and two-thirds ($66\frac{2}{3}\%$) of the assessment set for occupied Lots for the year beginning July 1, 1991 and ending June 30, 1992. Beginning July 1, 1992, all Lots shall be assessed on the same basis. If the Board sets a lower assessment for the unoccupied Lots during the aforesaid period, the Owner of an unoccupied Lot may not use the Common Areas unless such Owner pays the assessment established by the Board for occupied Lots.
- (f) Pro-rata Annual Assessments: The annual Assessment for any Lot that is occupied after July 1, 1989 and prior to July 1, 1992 shall be pro-rated, based upon the period of the year such Lot was occupied.

Section 4. Special Assessments

- (a) Street Maintenance and Privacy Cost: It is understood and agreed that the streets and roadways in Gregg Park have not been deeded to the City of Columbia or any other public body and the maintenance costs of the streets and privacy protection are being financed by the Owners through the Association. As long as the streets remain private and as long as privacy protection is provided, each Owner will pay a pro-rata share of such expenses. The amount of such charges and the method of handling such affairs shall be determined by the Owners through the Association. If the Owners fail to maintain the streets or provide privacy protection, then the streets can be deeded to the City of Columbia pursuant to Article VI hereof, and privacy protection will be discontinued.

- (b) Special Assessments for Capital Improvements: In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any Common Area, including the streets, including fixtures and personal property related thereto, shall have the assent of two-thirds ($\frac{2}{3}$) of the members and/or by proxy at a meeting duly called led for this purpose. All special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly or quarterly basis as determined by the Association's Board of Directors.
- (c) Special Assessments for Exterior Maintenance, Yard and Fence: In addition to the annual assessments authorized above, in the event that any Owner fails to properly maintain the exterior of such Owner's residence, including the yard and any fence or fences on such Owner's Lot, the Board of Directors of the Association may levy a special assessment against the Owner of such Lot, which assessment shall be in an amount equivalent to that required to properly maintain the exterior of such residence, fence/fences or yard.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4: Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 of this Article IV shall be delivered personally or mailed to the Directors or to all Members or Directors, as the case may be, at the member's or director's address last appearing on the books of the Association, or supplied by such member or Director to the Association for the purpose of notice, not less than 10 days nor more than 50 days in advance of the meeting. At the first such meeting of members called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement. At the second such meeting of Members called, the presence of Members or of proxies entitled to cast thirty three and one-third ($33\frac{1}{3}\%$) percent of all the votes of membership shall constitute a quorum. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment: All annual and special assessments for capital improvements shall be fixed at a uniform rate for all Lots and may be collected on a quarterly or monthly basis as determined by the Board of Directors; provided, however, the Board may set a lower annual assessment for unoccupied Lots pursuant to the provisions of Article IV, Section 3 (e) hereof.

Section 7. Date of Commencement of Annual Assessments: Due Dates: The annual assessments provided for herein shall commence as to all Lots on July 1, 1989. At least thirty (30) days in advance of each annual assessment period, the Board of Directors shall fix the amount of the annual assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

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 interest from the due date at the legal rate provided by law for judgments of Court enrolled or entered. In addition, the Board of Directors of the Association may set such late charges as it deems appropriate. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and interest, costs of collection and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of such Owner's Lot.

Section 9. Subordination of the Lien to Mortgages: The liens provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien or lien provided for in the preceding section. However, the sale or transfer of any Lot which is subject to any first mortgage, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment there of which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage.

ARTICLE V

Architectural Control

Section 1. Purpose: In order to maintain a high quality residential development, to assure that all houses and other structures are of appropriate size, harmonious in design, properly located in relationship to neighboring structures and adapted to the terrain of each Lot, Declarant has retained full architectural control as herein provided. Accordingly, no building, fence, wall or other structure of any kind, or alterations or additions or change of exterior appearance thereto shall be commenced, erected or maintained upon the Properties until the plans

and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by Declarant or by the Architectural Control Committee, as defined in Section 2 of this Article V.

Section 2. Creation and Composition of Architectural Control Committee: The “Architectural Control Committee” shall mean, as follows: Until all the Lots in Gregg Park have been fully developed, permanent improvements have been constructed thereon, and such Lots have been sold to permanent residents, the Architectural Control Committee shall mean the Declarant unless Declarant shall elect to transfer such control to an Architectural Control Committee whose members shall be Lot Owners. At such time as all of the Lots in Gregg Park have been fully developed, permanent improvements have been constructed thereon, and such Lots have been sold to permanent residents, or at such time that Declarant desires to transfer responsibility, the Declarant shall notify the President of the Board of Directors of the Association to that effect, and, thereupon, the Declarant’s rights and obligations as the Architectural Control Committee shall forthwith terminate; and, thereafter, the Board of Directors of the Association shall have the right, power, authority, and obligation through a written instrument, to establish a successor Architectural Control Committee and prescribe rules and regulations pursuant to which such Committee shall serve and act. Any such successor Architectural Control Committee shall be composed of at least three (3) but not more than seven (7) Owners. The term of each committee member shall be determined by the Board of Directors of the Association.

Section 3. Review and Approval of Plans: No building, fence, wall or other structure of any kind, or alterations or additions or change of exterior appearance thereto shall be commenced, erected or maintained upon the Properties until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to the Architectural Control Committee for written approval (i) as to conformity and harmony of external design and general quality with the standards of Gregg Park and (ii) as to the location of structures in relation to surrounding structures and topography and finished ground elevation. In the event the Architectural Control Committee fails to approve or disapprove such design and location in writing within thirty (30) days after said plans and specifications have been submitted in writing, Owner shall, by certified mail to the Architectural Control Committee, addressed to the office of the Association, state the date the plans were submitted originally, the date of the plans, the person preparing the plans and a request for approval. If Owner has not received a reply from the Architectural Control Committee within fifteen (15) days of the date such notice was mailed, the approval by the Architectural Control Committee will not be required.

Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Architectural Control Committee including, without being limited to:

- (a) a site plan showing the location of all proposed and existing structures on the Lot including building setbacks, open space, driveways, walkways and parking spaces, including the number thereof;
- (b) a foundation plan;
- (c) a floor plan;
- (d) exterior elevations with cross-sections of all proposed structures and alterations to existing structures, as such structures will appear after all backfilling and landscaping are completed;
- (e) specifications of materials, color scheme, lighting schemes and other details affecting the exterior appearance of all proposed structures and alterations to existing structures; and
- (f) plans for landscaping and grading.

Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Control Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot or structure of any plans and specifications shall not be deemed a waiver of the Architectural Control Committee's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or structure. Approval of any such plans and specifications relating to any Lot or structure, however, shall be final as to that Lot or structure and such approval may not be renewed or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

Neither Declarant, nor any member of the Architectural Control Committee shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Control Committee, nor for any structural defects in any work done according to such plans and specifications. Further, neither Declarant, nor any member of the Architectural Control Committee shall be liable in damages to anyone submitting plans or specifications for approval under this Article, or to any Owner affected by this Declaration by reason of mistake in judgment, negligence, or nonfeasance

arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Architectural Control Committee for approval agrees, by submission of such plans and specifications, and every Owner of any Lot agrees, that he will not bring any action or suit against Declarant, or any member of the Architectural Control Committee, to recover for damages, and such right, if any, to institute any action or suit, is waived.

During construction, any employee or agent of the Architectural Control Committee may, after reasonable notice, at any reasonable time, enter upon any Lot and structure thereon for the purpose of ascertaining compliance with the provisions of this Declaration; and neither the Architectural Control Committee, nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 4. Violations: If any structure shall be erected, placed, maintained or altered upon any Lot, other than in accordance with plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article. If, in the opinion of the Declarant, or the Board of Directors of the Association upon recommendation of the Architectural Control Committee, such violation shall have occurred, the Board of Directors shall provide written notice to the Owner by certified mail, setting forth the nature of the violation and the specific action required to remedy the violation. If the owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, then the Board of Directors of the Association or Declarant shall have the right to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both.

ARTICLE VI

Non-Dedication

Any Common Area owned by the Association shall not be dedicated to the use of the general public, but shall be dedicated to the common use and enjoyment of the Owners and residents of Gregg Park unless two-thirds ($2/3$) of the members of the Association agree as provided in Article II, Section 1 (c) to transfer all or any part of such Common Area to any public agency, authority or utility subject to such conditions as may be agreed to by two-thirds ($2/3$) of the members of the Association. The streets within Gregg Park shall remain private unless transferred to a public agency, authority or utility by the consent of two-thirds ($2/3$) of the Owners, as provided above, or unless Declarant determines, in Declarant's sole discretion, that private maintenance is impractical or that the streets are not being adequately maintained, in which case Declarant shall have the right, by written notice to the Board of Directors of the Association, to cause the Association to make such transfer.

ARTICLE VII

Ownership and Use Restrictions

Section 1. No Lot may be owned by more than two individuals and, if a Lot is owned by an entity, the ownership of the entity shall be limited to no more than two individuals.

Section 2. Land Use and Building Type:

- (a) No lot shall be used except for single-family residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family residence not to exceed three and one-half (3 1/2) stories in height. The term “story” or “stories” shall include any garage, basement or similar area.
- (b) No residence shall be permitted on any Lot with less than the heated and air conditioned square feet as shown in the table below. Any garage area shall not be included in such square feet.
- (c) On all Lots, no building shall be erected closer than as shown in the table below from the front property line, from the rear property Lot line, and from the side property lines to establish minimum yard requirements. The area included within these setback lines is the buildable area. All enclosed areas of the residence must be contained within the buildable area; provided, however, eaves, overhangs or gutters and foundations may extend beyond the buildable area if approved by the Architectural Control Committee. No building shall be erected or maintained so as to encroach upon any maintenance, utility or drainage easement. The Architectural Control Committee, in its sole discretion, may vary any or all of the front, rear, and/or side setback lines by not more than twenty-five (25%) percent of the distance required herein and may vary the square footage by not more than ten (10%) percent of the square feet required herein.

TABLE
Minimum Size and Yard Requirements

	Square Feet	Front (2)	Rear	Side
Charleston Lots (1)	2,500	25	12	6
All Other Lots	3,000	35	15	10

- (1) Charleston Lots are Lots 1 through 43 of Block A, Lots 1 through 18 of Block B, Lots 1 through 28 of Block C, Lots 1 through 10 of Block F, Lots 17 through 26 of Block G, Lots 35 through 37 of Block G and Lots 1 through 4 of Block H.
- (2) On corner Lots, the secondary frontage may generally be one half (1/2) of the minimum frontage required.

(d) In no event shall any residence be erected and located upon any Lot in a manner which violates the requirements and provisions of the applicable City of Columbia Zoning Ordinance and Subdivision Regulations.

(e) No structures, sheds, or outbuildings of a temporary nature or garage apartment shall be erected upon any Lot. Before any permanent accessory use structure not included with the approved house plans is erected, the plans shall be submitted to the Architectural Control Committee as provided under Article V hereof.

No house trailers, tents, camping trailers, commercial trucks, school buses, commercial type vehicles or other unsightly objects are allowed to be maintained on any Lot or stored or parked overnight on any street. No boats or boat trailers shall be kept, stored or parked overnight either on any street or on any Lot, except within enclosed garages or screened from the streets.

(f) As long as Declarant owns Lots, nothing contained herein shall prohibit Declarant from using any dwelling as a model or sales office.

(g) No vines or other plants which attach to fences shall be planted by an Owner upon the fence belonging to the adjoining property Owner without the written permission of such adjoining property Owner.

Section 2. Lake and Water Course Rights.

(a) For those Lots bordering any lake or water course, Declarant reserves any water rights which it may have in any lake or water course and anything to the contrary notwithstanding, no property line shall be closer than two (2) feet above the high water mark of any such lake or water course. If such Lot borders such lake or water course, the Lot shall have, as an easement appurtenant thereto, the right of the Owner of such Lot and those to whom the Owner grants a similar right to cross said intervening strip of land for the privilege of fishing, swimming, boating, or otherwise using such lake or water course subject to the following conditions:

(i) The use of said lake or water course, as aforesaid, may be limited to, and shall be entirely at the risk of, the owner, the Owner's family members, guests and invitees. Declarant shall not be responsible for the safety of the aforesaid individuals, nor for the purity or cleanliness of the water of the aforesaid lake or water course, or for any substance therein.

(ii) The Lot Owner may not construct a dock, float, or raft, or any projection of any kind from the owner's property into, or over said lake or water course unless approved by the Architectural Control Committee.

- (iii) No motor boats or other types of power boats may be used on any lake or water course in Gregg Park, provided, however, this provision shall not prohibit electric motors if they are allowed by the rules of Declarant or the Board of Directors of the Association.
 - (iv) The use of any such lake and watercourse shall be subject at all times to reasonable rules and regulations of Declarant or of the Board of Directors of the Association, which may provide, among other things, for closed seasons or terms for fishing, and restrict or prohibit the use of boats, motor boats, and other kinds of craft and provide reasonable rules and regulations.
 - (v) No Owner may withdraw water from any such lake or water course without written permission of Declarant.
 - (vi) Neither Declarant nor the Association shall be responsible for any damages caused to a Lot, the Common Area or to any Owner by reason of the flooding of any Lot or Common Area through causes beyond the reasonable control of the Declarant or the Association. The Declarant and the Association similarly shall not be responsible for damages by reason of breaks in the dam of any such lake or water course causing the waters therein to subside. The Declarant and the Association shall not be responsible for the lack of water, the dropping of the water level, or maintaining the planned water level of any such lake or water course.
- (b) Declarant will, at the time of conveying a lake or water course as part of the Common Area, convey the intervening strip of land around the water course or lake to the Association. At the time of such conveyance, the aforesaid strip of land will be restricted for use by the Association only for the purpose of maintaining, repairing and replacing the lake or water course and its dam. At such time, the Association will assume responsibility for the maintenance, repairs and replacement of said lake or water course and its dam.
- (c) Those Lots in Gregg Park not bordering the large (Approximately 8 acres) lake shall only have access to the large lake at such location and under such rules and regulations as established by Declarant and/or the Board of Directors of the Association. There shall be no access to the water course except for owners of Lots adjoining the water course. The common area approximately fifteen (15) feet in width leading from and to the water course, as reflected on the plat of Gregg Park, are not intended for use by the residents of Gregg Park, but are restricted solely for use as access to the water course and dams for maintenance purpose.
- (d) The Owner of any Lot bordering a lake or water course shall have the responsibility to maintain the strip of land between the Owner's Lot and the lake or water course in an attractive manner consistent with the yards in Gregg Park.

- Section 3. Residence, Fence and Yard: Each residence, fence and yard shall be properly maintained in an attractive manner consistent with other residences and yards in Gregg Park, and as more fully provided for in Article VIII hereof.
- Section 4. Mailbox: The placement, design, type lettering and color of any mail or paper delivery box and its support must be approved by the Architectural Control Committee.
- Section 5. Trees: No trees measuring six (6) inches or more in diameter at ground level may be removed without the written approval of the Architectural Control Committee, unless located within ten (10) feet of the approved site for the building.
- Section 6. Clothes Lines and Garbage Containers: No clothes lines, exposed garbage containers (except for local governmental required containers) or other unsightly objects are to be erected or used on the property except when they are screened from the streets and adjoining properties or general view.
- Section 7. Outside Antennas: No outside radio or television antennas, aerials, discs or dishes, shall be erected on any Lot or residence within the Properties except under special conditions which must be fully stated along with the plans and location for review and approval by the Architectural Control Committee.
- Section 8. Change lot size:
- (a) No Lot or contiguous group of Lots shall ever be subdivided or replotted in any manner which would bring about a greater number of Lots.
 - (b) No Lot shall be subdivided or reduced in size without the written consent of Declarant; provided, however, that adjacent Lot Owners or purchasers may acquire an additional Lot or Lots, or a portion thereof, for the purpose of adding said Lot or Lots, or such portion, to the Lots already owned or being purchased by them. In such case, where less than a full Lot is involved, the portion of said additional Lot shall be merged with and become an integral part of the Lot which is already owned or is being purchased by the buyer of such Lot, and shall be subject to these restrictions as one Lot.
- Section 9. Animals: No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any residence except that dogs, cats or other household pets may be kept or maintained provided they are not kept or maintained for commercial purpose, and provided they do not constitute a nuisance, health hazard or safety problem. Dogs, cats, and other household pets shall not be permitted on any Common Area, unless properly restrained by leash or other method and accompanied by their owner.

Section 10. Nuisance: No noxious or offensive activity shall be conducted upon any Lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

Section 11. Signs: No signs, including “for rent,” “for sale,” and other similar signs, shall be erected or maintained on any lot except with the written permission of the Architectural Control Committee.

ARTICLE VIII

Maintenance of Residence, Yard, Fences and Street Rights-of-Way

Section 1. Residence, Yard and Fence: Each Owner shall properly maintain such Owner’s residence and yard in an attractive manner, consistent with other residences and yards in Gregg Park. Additionally, each Owner shall also maintain that portion of any fence on such Owner’s Lot in good repair, in an attractive manner, and consistent with other fences in Gregg Park.

Section 2. Street Rights-of-Way: Each owner shall properly maintain the portion of any street right-of-way which is unpaved and which adjoins such Owner’s Lot in a manner consistent with the yards in Gregg Park.

ARTICLE IX

Easements

Section 1. General Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. In addition, a general easement for installation and maintenance of utilities and drainage facilities and for maintenance of common areas and facilities is reserved over a ten (10’) foot area along each front Lot line, a ten (10’) foot area along each rear Lot line and a five (5’) foot area along each side Lot line. A general easement for the aforesaid purposes is also reserved over all common areas including all street rights-of-way. Within these easements no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas of each Lot and all improvements on it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 2. Perimeter Privacy Wall: As a part of the Common Area, Declarant has erected or will erect a perimeter privacy wall along the property line adjoining the commercial property as shown on the plat. Declarant reserves for itself, its successors and assigns, and the Association, a ten (10’) foot easement along the perimeter privacy wall, as reflected on the plat, and an easement over those lots (adjoining the perimeter privacy wall) for the

purpose of access, ingress and egress to and from the perimeter privacy wall, in order to construct, repair, reconstruct and maintain the same. Use by any person or entity entitled thereto of this easement shall in no way interfere with any residence on any Lot and, to the extent practicable, any shrubbery, planting or other structures disturbed in connection with the use of the easement shall be restored to their original condition.

ARTICLE X

General Provisions

- Section 1. Enforcement: The Association, Declarant or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- Section 2. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
- Section 3. Amendment: The covenants and restrictions of the Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless seventy-five percent (75%) of the Owners agree, by written recordable instrument, to terminate this Declaration. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Owners, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein, provided, however, and notwithstanding anything hereto to the contrary, as long as Declarant owns Lots, this Declaration may not be amended or terminated without the consent of Declarant. Any amendment or termination must be properly recorded.
- Section 4. Annexation: Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds ($\frac{2}{3}$) of each class of members.
- Section 5. Arbitration: In the case of any dispute arising under this instrument, such matter shall be subject to arbitration under this Article X, Section 5. When such matters are submitted to arbitration hereunder, the same shall be settled and finally determined by arbitration in accordance with the Rules of Commercial Arbitration of the American Arbitration Association, or its successor, and the provisions of South Carolina law applicable thereto, or in any case where the American Arbitration Association, or its successor, is



STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

GREGG PARK

FIRST AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS



DEED BOOK D-897 at PAGE 193

This First Amendment of Declaration of Covenants, Conditions and Restrictions is made this 18th day of November, 1988 by Gregg Investors, Inc. ("Declarant").

WITNESSETH:

WHEREAS, Declarant recorded a Declaration of Covenants, Conditions and Restrictions (the "Declaration") for Gregg Park on July 21, 1988, in the RMC Office for Richland County in Deed Book D-897 at page 193; and

WHEREAS, the Declaration referred to a Lot Layout and Final Plat (the "Plats") which were recorded by Declarant in the RMC Office for Richland County in Plat Book 52 at pages 2516 through 2519; and

WHEREAS, certain lots adjoining the Water Course and portions of the Water Course were inaccurately reflected on the Plats; and

WHEREAS, the Plats have now been corrected and Declarant wishes to record the corrected Plats and amend the Declaration to refer to the corrected Plats; and

WHEREAS, Declarant has obtained the consent of at least ninety (90%) percent of the Lot Owners, as defined in the Declaration, for this amendment, as required under the terms of the Declaration, a copy of the written consent being attached hereto as Exhibit "A".

NOW, THEREFORE, Declarant hereby amends the Declaration, with the consent of at least ninety (90%) percent of the Lot Owners, as follows:

Each reference in the Declaration of Covenants, Conditions and Restrictions for Gregg Park recorded in the RMC Office for Richland County in Deed Book D-897 at Page 193 to the Lot Layout and Final Plat shall be amended by deleting those documents recorded in said office in Plat Book 52 at age 2516 through 2519 and substituting in lieu thereof the Lot Layout and Final Plat last revised by B. P. Barber and Associates, Inc. on September 30, 1988 and recorded in said office in Plat Book 53 at pages 4156 through 4181.

The Declaration shall remain in full force and effect and enforceable in accordance with its terms except as amended hereby.

IN WITNESS WHEREOF, the execution hereof as of the day and year first above written.

WITNESSES:

Edward Stewart
Clare T. Young

GREGG INVESTORS, INC., DECLARANT

By: *L. Arlen Cotter*
L. Arlen Cotter, President

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

NOV 29 1988



GREGG PARK

SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

DEED BOOK D-897 at PAGE 193
DEED BOOK D-912 at PAGE 914

This Second Amendment of Declaration of Covenants, Conditions and Restrictions is made this 13 day of January, 1989 by Gregg Investors, Inc. ("Declarant").

WITNESSETH:

WHEREAS, Declarant recorded a Declaration of Covenants, Conditions and Restrictions (the "Declaration") for Gregg Park on July 21, 1988, in the RMC Office for Richland County in Deed Book D-897 at page 193; and

WHEREAS, Declarant recorded a First Amendment of Declaration of Covenants, Conditions and Restrictions (the "First Amendment") dated November 18, 1988 and recorded November 21, 1988 in the RMC Office for Richland County in Deed Book D-912 at page 914; and

WHEREAS, the First Amendment referred to a Lot Layout and Final Plat (the "Plats") which were recorded by Declarant in the RMC Office for Richland County in Plat Book 52 at pages 4136 through 4139; and

WHEREAS, certain lots adjoining the Water Course and portions of the Water Course were inaccurately reflected on the Plats; and

WHEREAS, the Plats have now been corrected and Declarant wishes to record the corrected Plats and further amend the Declaration to refer to the corrected Plats; and

WHEREAS, Declarant has obtained the consent of at least ninety (90%) percent of the Lot Owners, as defined in the Declaration, for this amendment, as required under the terms of the Declaration, a copy of the written consent being attached hereto as Exhibit "A".

NOW, THEREFORE, Declarant hereby amends the Declaration, with the consent of at least ninety (90%) percent of the Lot Owners, as follows:

Each reference in the Declaration of Covenants, Conditions and Restrictions for Gregg Park recorded in the RMC Office for Richland County in Deed Book D-897 at Page 193, as amended by the First Amendment of Declaration of Covenants, Conditions and Restrictions recorded in said office in Deed Book D-912 at page 914, to the Lot Layout and Final Plat shall be amended by deleting those documents recorded in said office in Plat Book 52 at age 4136 through 4139 and substituting in lieu thereof the Lot Layout and Final Plat last revised by B. P. Barber and Associates, Inc. on December 29, 1988 and recorded in said office in Plat Book 52 at pages 4774 through 4777.

The Declaration shall remain in full force and effect and enforceable in accordance with its terms except as amended hereby.

IN WITNESS WHEREOF, the execution hereof as of the day and year first above written.

WITNESSES:

Charles S. Towce
Meredith S. Lewis

GREGG INVESTORS, INC., DECLARANT

By: *L. Arlen Cotter*
L. Arlen Cotter, President