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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas R. Keith Kelly, Circuit Court Judge

Appellant Case No. 2022-001557
Civil Action Case No. 2016-CP-42-01854

Chandelle Property Owners Association, Respondent,

v.

James Douglas Armstrong, Jane Armstrong, Warren Johnson, Rhonda Johnson, John K. Payne, Ruth G. Payne, and Jane Van Wieren as Trustee of the Greer R.G. Irrevocable Property Trust dated October 25, 2006, and also all other persons unknown, claiming any right, title, estate, interest in or lien upon the real estate described in the complaint herein, Defendants,

and

James Douglas Armstrong, Jane Armstrong, Warren Johnson, Rhonda Johnson, John K. Payne, Ruth G. Payne, and Jane Van Wieren as Trustee of the Greer R.G. Irrevocable Property Trust dated October 25, 2006, Third-Party Plaintiffs,

v.

Billy J. Israel, Bruce R. Goldberg, Cindy R. Goldberg, and George Lynn Fleming in their personal and official capacities, Third-Party Defendants,

And

Kenneth L. Galloway and Molly C. Galloway, Third-Party Plaintiffs,

v.

Billy J. Israel, Bruce R. Goldberg, Cindy R. Goldberg, and George Lynn Fleming, in their personal Capacities, Third-Part Defendants,

Of whom James Douglas Armstrong, Jane Armstrong, Warren Johnson Rhonda Johnson, John K. Payne, Ruth G. Payne, and Jane Van Wieren as Trustee of the Greer R.G. Irrevocable Property Trust dated October 25, 2006, are the ……Appellants.

RECORD ON APPEAL – VOLUME 2

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

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

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

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

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

ARTICLE VI
Board of Directors

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

NAME	ADDRESS
John R. Stewart	235 Chandelle Ridge Dr., Woodruff, SC 29388
Doug Cobb	1735 Reidville Rd. Suite 9319, Spartanburg, SC 29301

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII
Meetings of Directors

Section 7.1 Regular Meetings. Regular meetings of the Board of Directors shall be held at least quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the board. Should the meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. At all meetings of the Board, the President or in his absence, the chairman chosen by the Directors present, shall preside.

Section 7.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two Directors, after not less than three (3) days notice to each Director.

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Section 7.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board.

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

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

ARTICLE VIII
Powers and Duties of Board of Directors

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) The alleged violation;

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

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

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

(i) The nature of the alleged violation;

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

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

(iv) The proposed sanction to be imposed.

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

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

ARTICLE IX
Officers and Their Duties

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

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

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

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Section 9.4 Special Appointments. The Board may appoint such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may from time to time determine.

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

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

Section 9.7 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the remaining offices except in the case of special offices created pursuant to Section 9.4 above.

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

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

(b) **Vice President.** The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

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

(d) **Treasurer.** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and the financial statements provided for by Section 8.4 above; and deliver or make copies available of each to the Members.

ARTICLE X
Committees

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

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the Board of Directors.

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

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

ARTICLE XI
Indemnification

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

ARTICLE XII
Amendments

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

ARTICLE XIII
Miscellaneous

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

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

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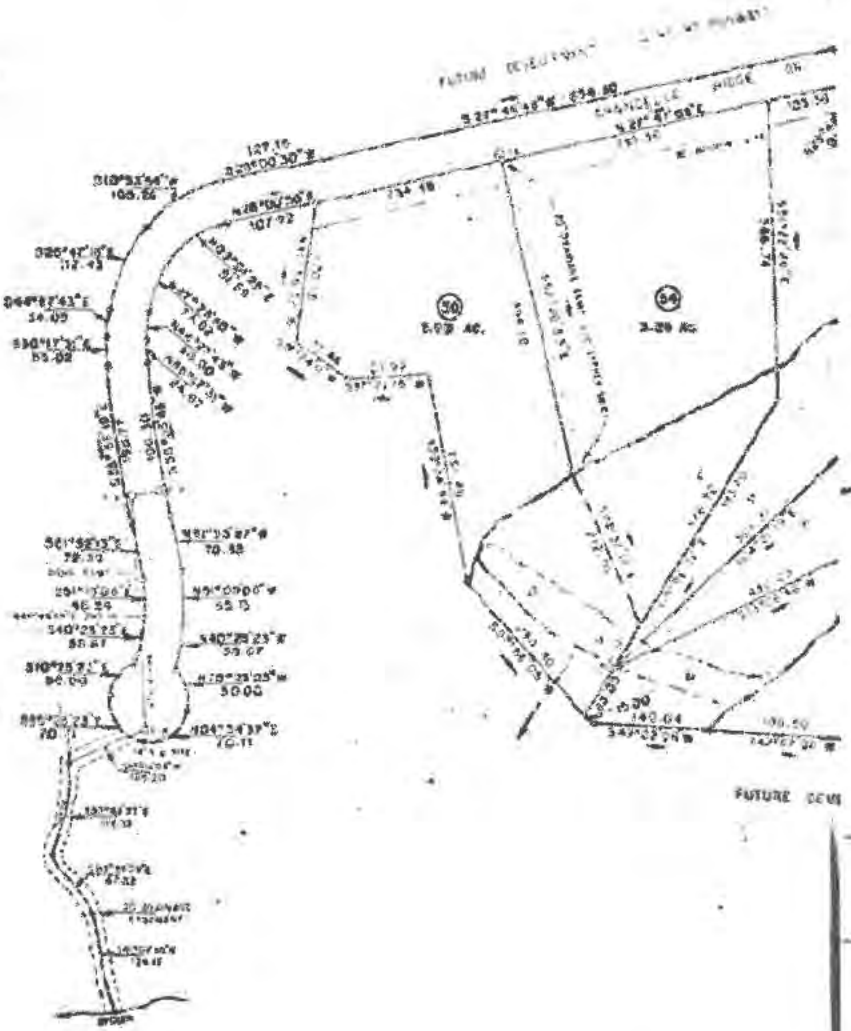

PLAINTIFF'S EXHIBIT 25 Stewart 1-12-18

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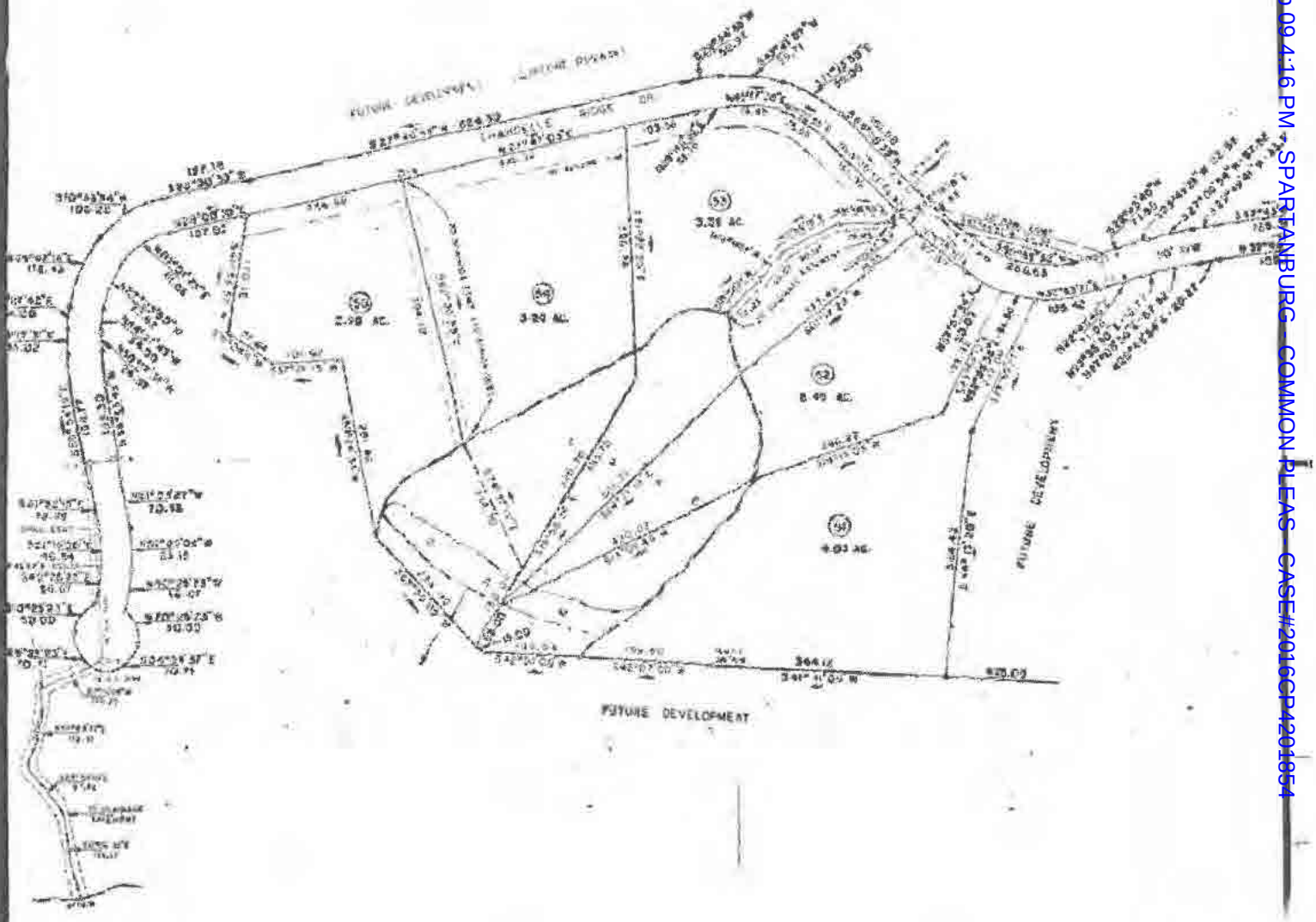

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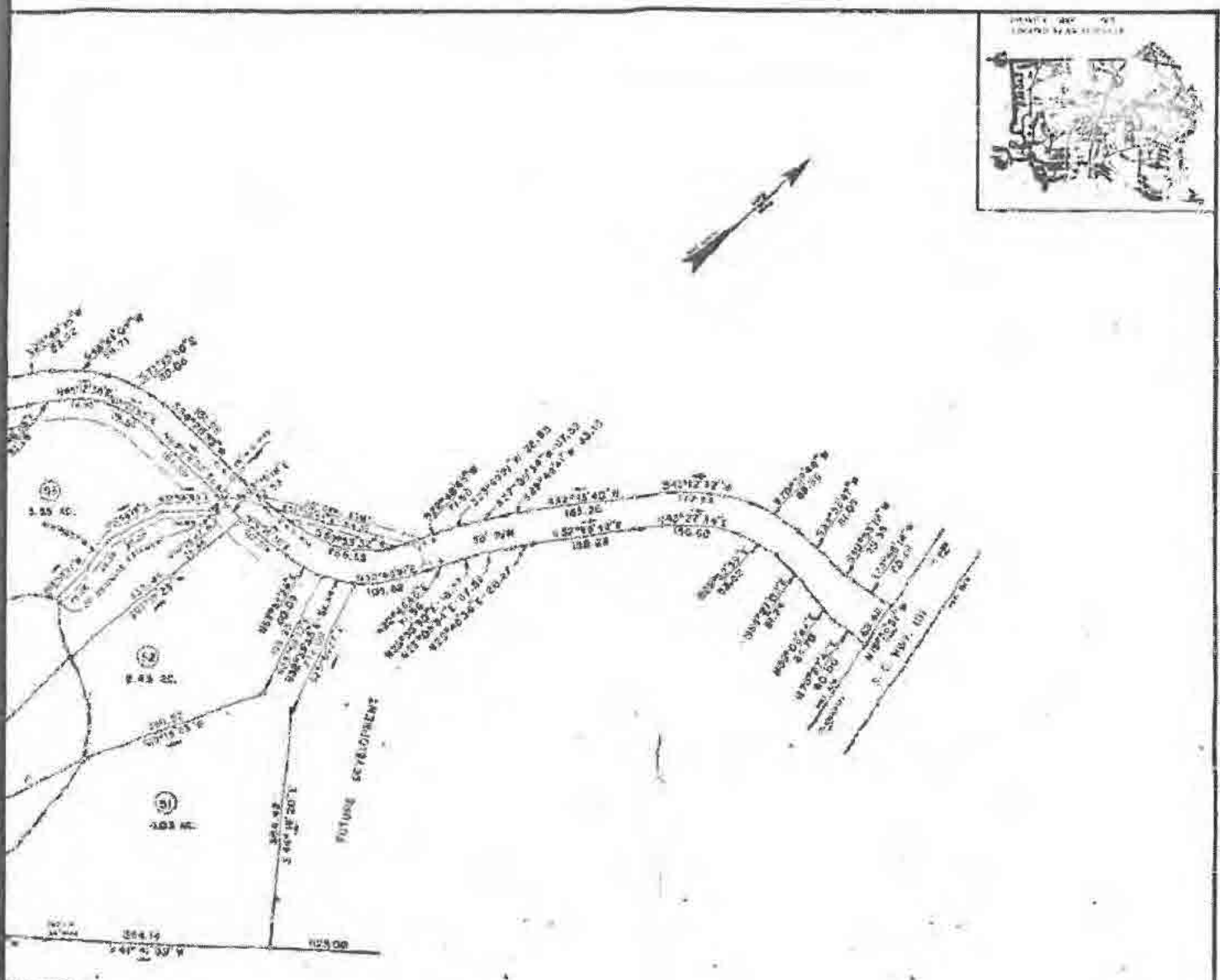

CERTIFICATE OF APPROVAL FOR RECORDING

3.11.99

CERTIFICATE OF ACCURATE SURVEY

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SEC. 2A

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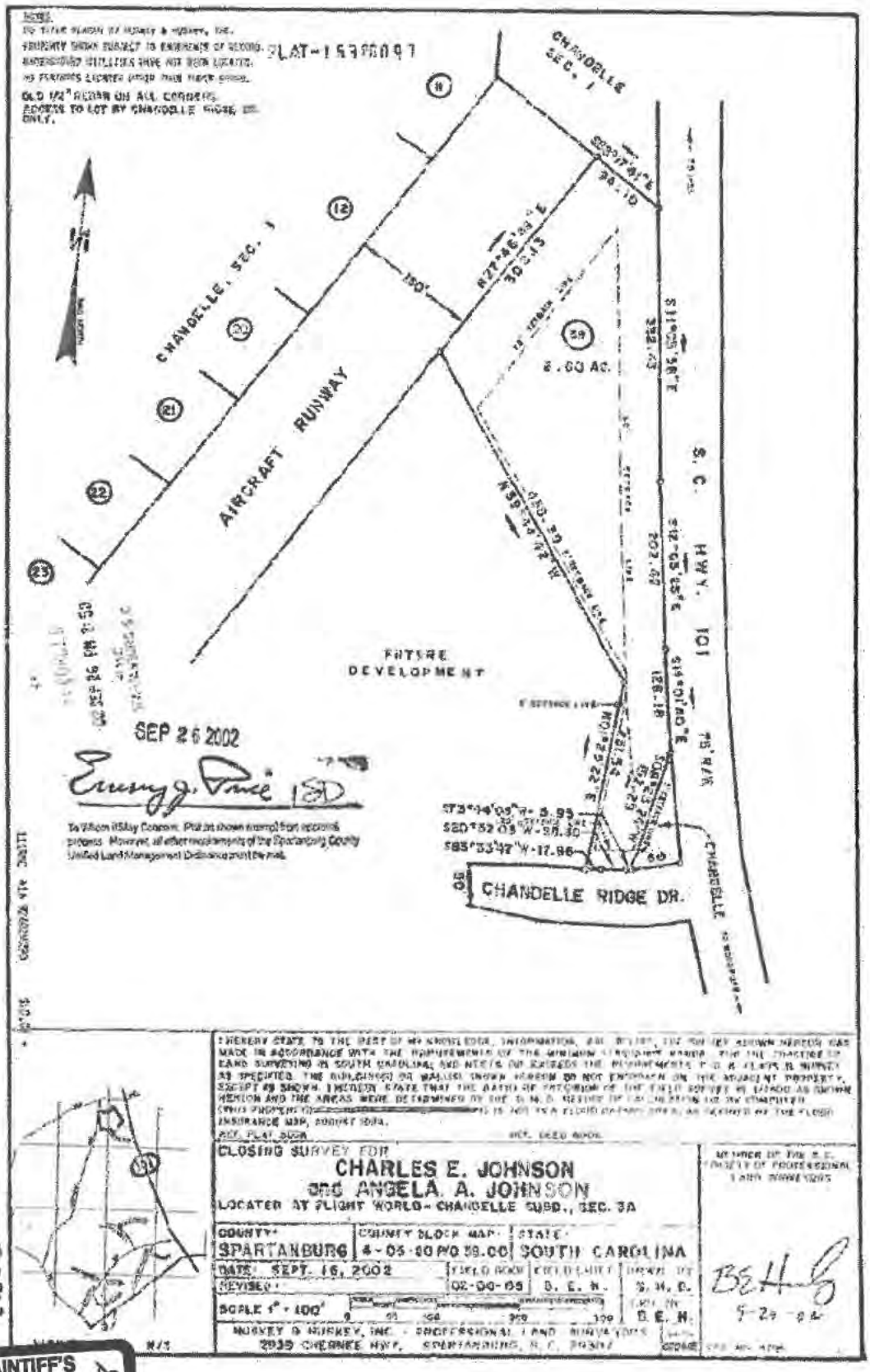
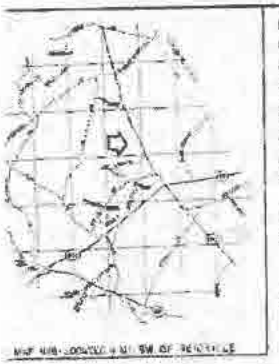


PLAINTIFF'S EXHIBIT 28 Stewart 8-1-21



NOTES

(A) TITLE SEARCH BY HUSKEY & HUSKEY, INC.

PROPERTY SUBJECT TO EASEMENTS OF RECORD

UNDERGROUND UTILITIES HAVE NOT BEEN LOCATED

ADDRESS LOCATED IN SIDE ON EACH LOT

BEARINGS AND DISTANCES ALONG OUR LINES OR OLD DEEDS ARE CHORDS

A 5' EASEMENT IS RESERVED ON ALL REAR AND SIDE LOT LINES FOR DRAINAGE AND UTILITIES

- COMPUTED POINT IS ON CORNER
- DENOTES OLD 1/2" REBAR ON CORNER

R/A ONE LINE 2 (FROM PROPERTY LINES)
FRONT - 25.00'
SIDE - 5.00'
REAR - 7.50'

NOTE: INFORMATION OBTAINED FROM PLAT OR DEED DEVELOPED BY THIS OFFICE DATED MARCH 31, 2016

SUMMARY PLAT

CERTIFICATE OF SUBDIVISION/ LAND DEVELOPMENT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THE PLAT INDICATED HEREON CONFORMS TO THE DESIGN STANDARDS AND REQUIREMENTS OF SPARTANBURG COUNTY UNIFIED LAND MANAGEMENT ORDINANCE, AS IN THE EXCEPTIONS OF SUCH VARIANCES, IF ANY, AS RECORDED IN THE MINUTES OF THE SPARTANBURG COUNTY PLANNING COMMISSION, AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTER OF DEEDS.

DATE

CHAIRMAN, SECRETARY OR PLANNING DIRECTOR SPARTANBURG COUNTY PLANNING COMMISSION

CERTIFICATE OF ACCURATE SURVEY

I HEREBY CERTIFY THAT THE RATIO OF PRECISION OF THE FIELD SURVEY IS WITHIN AS SHOWN HEREON AND THE AREA WAS DETERMINED BY THE METHOD OF AREA CALCULATION.

REFERENCE DEED BOOK ____ PG ____
PLAT BOOK ____ PG ____
RADIO MAP 1 - NE - 03 - PID 25.00

THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH THE SPARTANBURG COUNTY UNIFIED LAND MANAGEMENT ORDINANCE.

MAY 27, 2016
DATE

PROFESSIONAL SURVEYOR OR LANDSCAPE ARCHITECT

SEAL

REG. NO.

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED. THE BUILDING(S) OR WALL(S) SHOWN HEREON DO NOT ENCROACH ON THE ADJACENT PROPERTY, EXCEPT AS SHOWN. THE ACCURACY OF THE RATIO OF PRECISION OF THE FIELD SURVEY IS WITHIN AS SHOWN HEREON AND THE AREAS WERE DETERMINED BY THE COORD METHOD OF CALCULATION OR ZONE/LP. THIS PROPERTY IS NOT IN A FLOOD HAZARD AREA, AS DEFINED BY THE FLOOD INSURANCE MAP, AUGUST 1984.

ZONING: ____ SETBACKS: F 25' R 25' S 7.5' CORNER: F 25' R 25' S 25'

HUSKEY SUBDIVISION

CHANDELLE

SECTION 3

SPARTANBURG COUNTY - SOUTH CAROLINA

OWNER/DEVELOPER

SURVEYOR
HUSKEY & HUSKEY, INC.

ENGINEER
NA

NUMBER OF ACRES: ____ MILES OF NEW ROAD: ____

NUMBER OF LOTS: 3 DATE: MAY 27, 2016 REVISED: ____

SCALE: 1" = 100'

PLAINTIFF'S EXHIBIT 29 Stewart 1-12-18
PENGAD 800-631-6989

7-29-04 Spoke w/ Marilyn + let her know Rick ad. they'll need a F.H. She'll call Tom. SA

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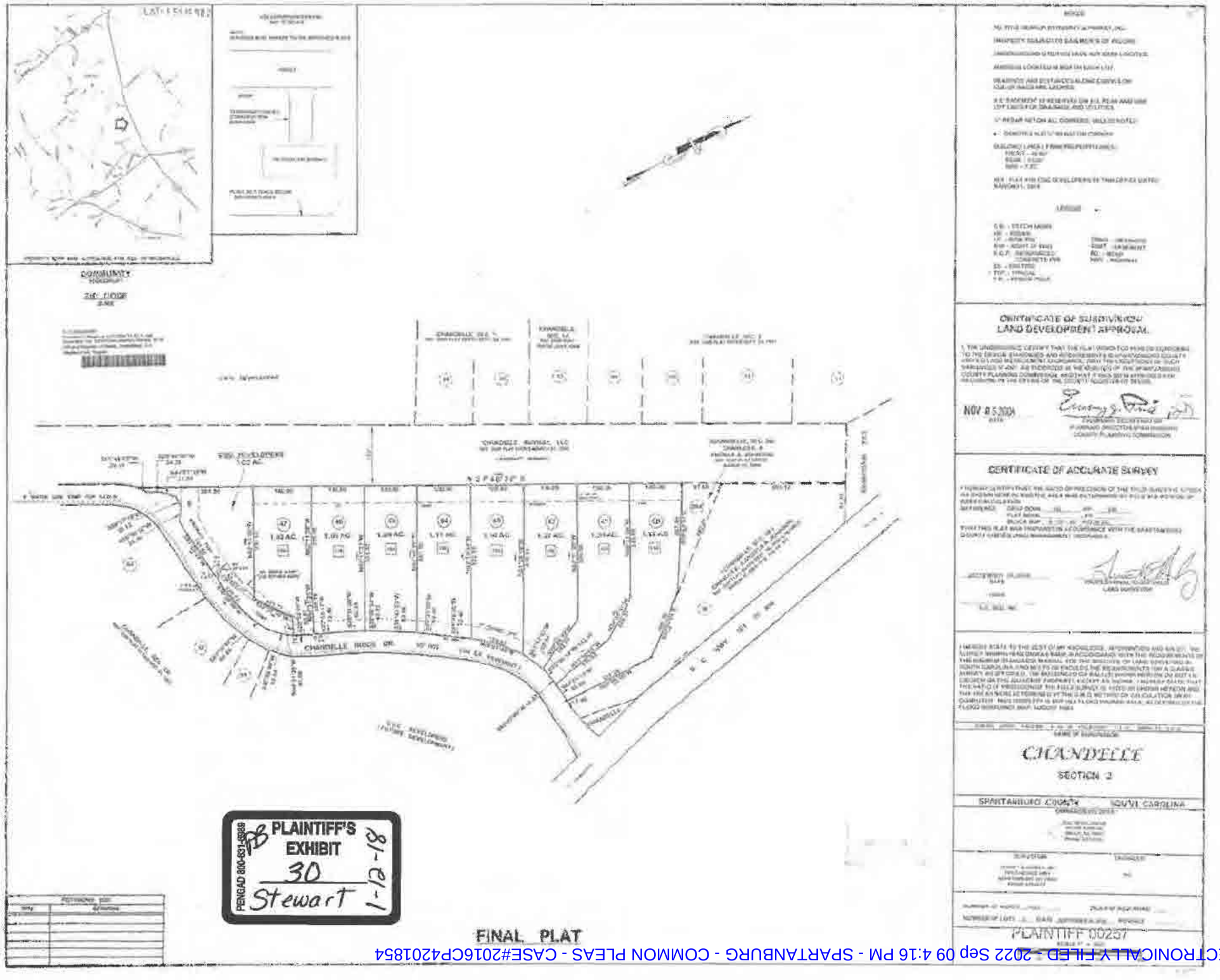

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STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

AMENDMENTS TO COVENANTS, CONDITIONS AND RESTRICTIONS OF CHANDELE SUBDIVISION

WHEREAS, the covenants, conditions and restrictions of Chandelle Subdivision were recorded in Deed Book 67-A at page 583, Register of Deeds for Spartanburg County, South Carolina;

WHEREAS, the Board of Directors, as provided for in Article XII, has elected to amend said covenants, conditions and restrictions as well as the by-laws of the Chandelle Property Owner's Association as follows:

Declaration of Covenants, Conditions and Restrictions – The following sentence is deleted: "NOW, THEREFORE, Declarant, by this DECLARATION of Covenants, Conditions and Restrictions, does hereby declare that all the property described herein and shown as lots 1 through 26 on the Chandelle Subdivision plat dated September 24, 1997 by Huskey & Huskey, Inc. for Spartanburg County, South Carolina is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration which shall run with the real property and be binding on all parties owning any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, and replaced with the following sentence: "NOW, THEREFORE, Declarant, by this DECLARATION of Covenants, Conditions and Restrictions, does hereby declare that all the property described herein and shown as lots 1 through 26 on the Chandelle Subdivision Section 1 plat dated September 24, 1997 by Huskey & Huskey, Inc. for Spartanburg, County, South Carolina as they are recorded, Chandelle Section 1-A plat recorded September 1, 1998 in Plat Book 142 page 376, Lot 39 Section 3a recorded September 26, 2002 in Plat Book 153 page 097, Lot 39a and Lots 40 through 47 on Chandelle Section 3 plat recorded November 5, 2004 in Plat Book 156 page 982 is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration which shall run with the real property and be binding on all parties owning any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

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Recording Fee: $10.00 Documentary Stamps: $0.00
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register

Article VIII

8.1 – The following paragraph is deleted: "No house or building may be constructed within 75 feet of the centerline of any designated street or within 75 feet of the taxiway or runway boundary. On lots 1-20, 24-28, and 32-34 the building setback is 35 feet from the centerline of the 50 feet easement established along the rear and side lot lines as shown on the plat. For all lots the setback line is 10 feet from any side lot line for hangars and other freestanding buildings and 25 feet from any side lot lines for houses. All buildings, including houses, must be setback 35 feet from any rear lot line. A 75 foot clear zone easement shall be established along all lot lines facing runways or taxiways where no

PLAINTIFF'S EXHIBIT 31 Stewart 1-12-18
PENGAD 800-631-6989

aircraft may be parked; no trees or other obstacles are allowed in this area. A 5 feet easement along all sides of all lots and along all sides adjoining any designated street are reserved for underground utility and or drainage purposes. The established setbacks may be varied by the ACC following prescribed methods", and replaced with the following paragraph. "No house or building including hangars may be constructed within 75 feet of the centerline of any designated street, within thirty-five feet of the centerline of all 50 foot wide taxi easements, and within 100 feet of the runway boundary. In addition, the building set back for side and rear lot lines for homes is 15 feet and 10 feet for all other buildings. A 75-foot clear zone easement is established on all lots that touch the runway where no aircraft may be parked and no trees, plants or other obstacles are allowed above ground level. A 5-foot easement is reserved for underground utilities and/or drainage purposes along all sides of any lot and along any side that adjoins any designated street. The established setbacks may be varied by the ACC following prescribed methods."

WITNESSES:

CSC DEVELOPERS, LLC

By John R Stewart Jr

By Douglas E Cobb

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF SPARTANBURG)

PERSONALLY appeared before me the undersigned witness named and made oath that (s)he was present and saw the within named CSC DEVELOPERS, seal and as their act and deed deliver the within Amendments, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this
28 day of December 2004.

(SEAL)
Notary Public for South Carolina
My Commission Expires: 12/5/2005

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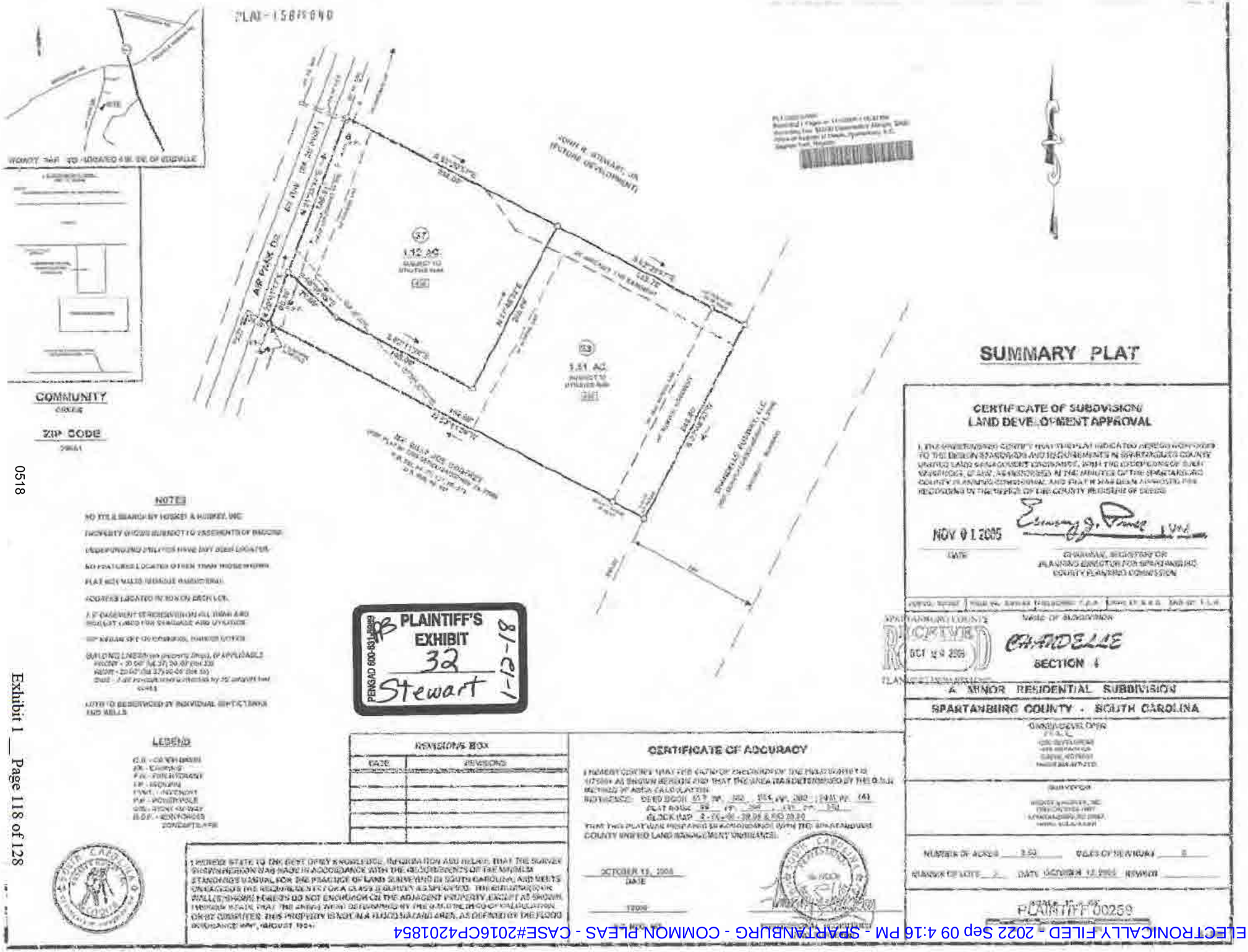

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Exhibit 1 ___ Page 118 of 128

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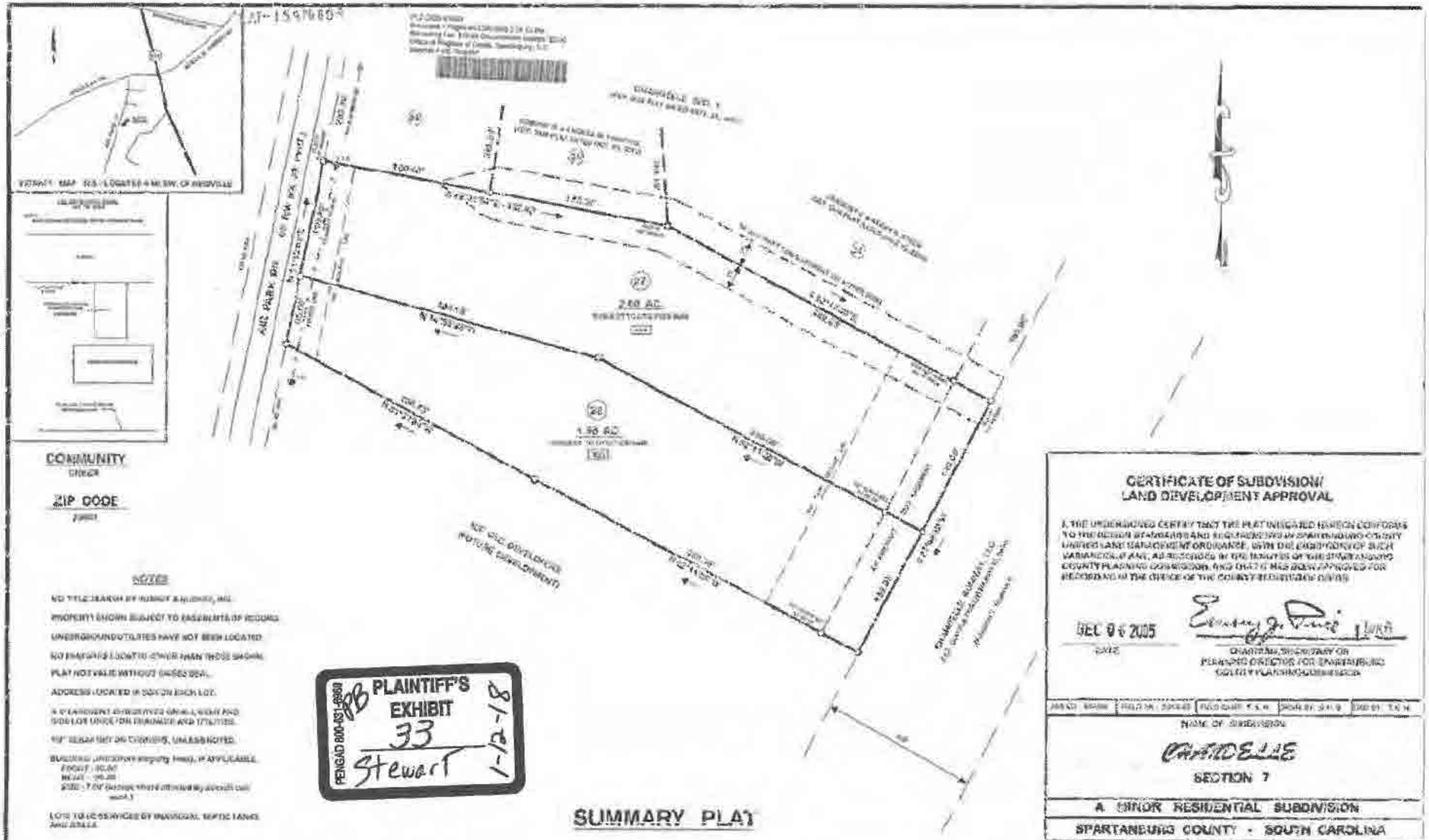

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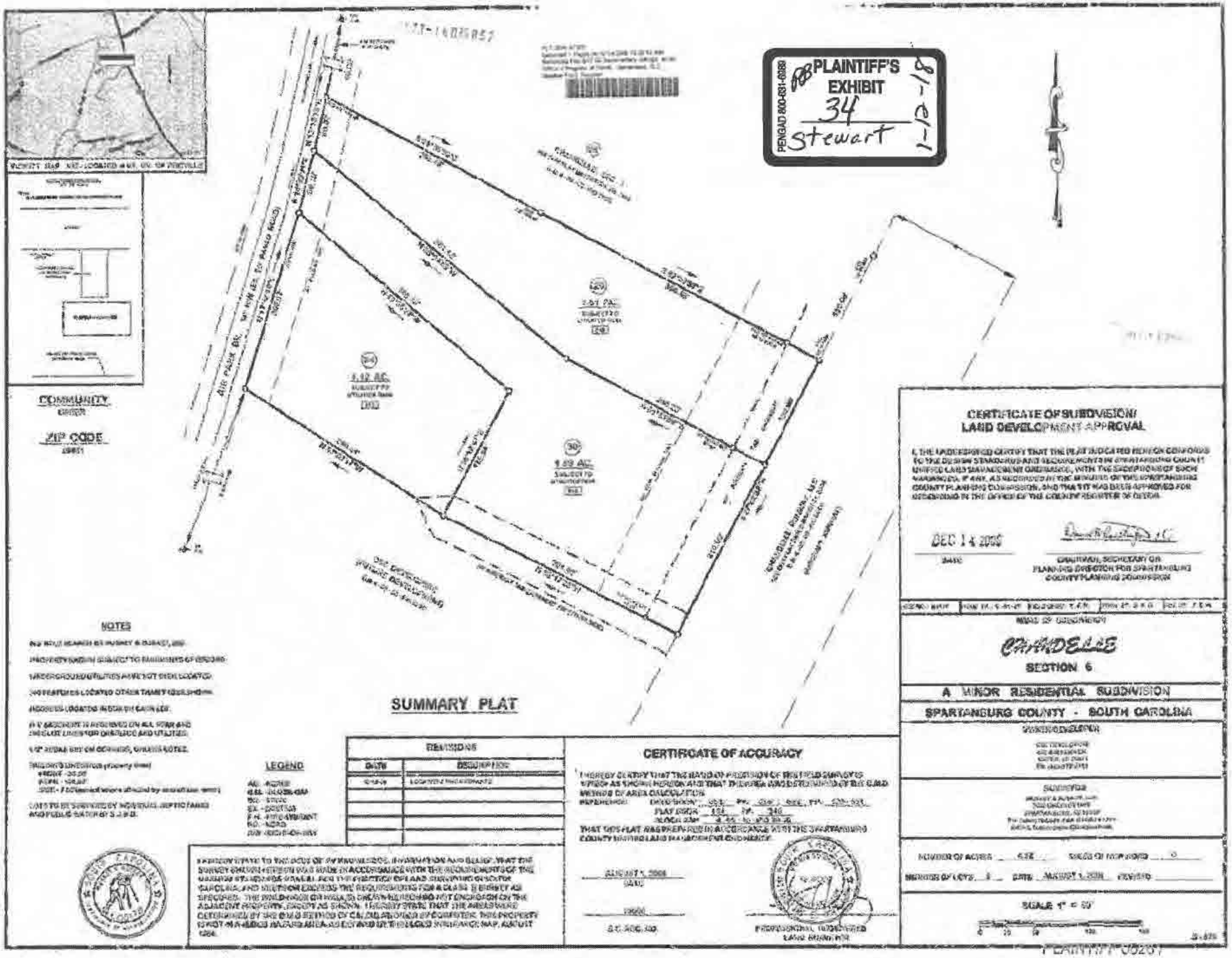

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DEE08 8 H PG 4 4 8

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

AMENDMENTS TO COVENANTS, CONDITIONS AND RESTRICTIONS OF CHANDELLE SUBDIVISION

WHEREAS, the covenants, conditions and restrictions of Chandelle Subdivision were recorded in Deed Book 67-A at page 583, Register of Deeds for Spartanburg County, South Carolina;

WHEREAS, the Board of Directors, as provided for in Article XII, has elected to amend said covenants, conditions and restrictions as well as the by-laws of the Chandelle Property Owner's Association as follows:

Declaration of Covenants, Conditions and Restrictions – The following words are added after "Plat Book 156 page 982" in the last paragraph: "Lot 33 and Lot 37 Section 4 plat recorded November 1, 2005 in Plat Book 158 page 840; Lot 29, 30, and 34 Section 6 plat recorded December 14, 2006 in Plat Book 160 page 852; Lot 27 and Lot 28 Section 7 plat recorded December 6, 2005 in Plat Book 159 page 9....".

Article IV

4.1 – The following sentence is deleted: "Only one family may occupy a lot as a principal residence at any one time", and replaced with "Only family members may occupy a lot as a principal residence at any one time".

4.5 – The following words are deleted in the first sentence: "and the landscaping plan for the lot". The following sentence is deleted: "A copy of the builder or contractor's license must be submitted with construction plans to the ACC".

4.7 – The following words are deleted: "all buildings (including eaves, decks, patios and steps) shall be constructed beyond the minimum setback lines" and replaced with "no buildings (including decks, patios and steps) shall be constructed within the setback areas as described in Section 8.1".

4.8 – The following words are deleted in the last sentence: "case by case" and replaced with "case-by-case".

4.12 – The following words are deleted at the end of the last sentence: "in accordance with the proposed landscaping plans previously submitted and approved".

4.15 – The following words are deleted in the 2nd sentence: "Such hangar if constructed" and replace with the words "Any free standing hangar". The following words are deleted in the 7th sentence: "substantial completion of the

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Recording Fee: $10.00 Documentary Stamps: $0.00
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register

PLAINTIFF'S EXHIBIT 35 Stewart 1-12-18
PENGAD 800-631-6989

dwelling house insofar as the exterior finish is concerned must be accomplished" and replace with the words "the foundation and framing of the dwelling must be started".

Article V

5.11 - The following word in the sixth sentence is deleted: "lease", and replaced with "leash".

5.15 – The following sentence is deleted: "No boat, travel trailer, recreational vehicle (except motor home), or commercial vehicle, may be stored overnight on any Lot unless the same be within an enclosed garage" and replaced with "No boat, travel trailer, utility trailer, recreational vehicle, motor home, or commercial vehicle, may be parked on any Lot unless the same be within an enclosed building. Exceptions: Motor homes, approved by the ACC, may be parked on the owner's lot during the construction of the home. Motor homes, travel trailer may be parked over night during times of loading or unloading for trips, short term maintenance, etc.

5.16 – The entire paragraph is deleted and replaced with the words "The bulk storage of flammable, combustible, or explosive fluids, chemicals or substances is allowed if stored within garages/hangars and in a manner which will minimize the risk of fire or explosion. Lot owners may store a maximum of 100 gallons of fuel used for aviation purposes in a portable container in their hangars."

5.24 – The entire paragraph is deleted and replaced with the words "Each home owner must install the approved Chandelle mail box when they move into their home."

Article VI

6.1 - The title of said section shall be deleted and replaced with "Hangar Space". The entire paragraph is deleted and replace with the words: "The airplane hangar or outside tie-down space on each lot is specifically for the use of the owner of the property on which the hangar is located. If the property owner chooses to store a non-member aircraft in their hangar or on an outside tie-down space then the property owner must verify and be responsible for the current qualifications of both the pilot and their aircraft. The property owner must make the non-member aware of Article VI of these Covenants, traffic patterns, and noise abatement rules over Willow Creek Golf Course. The current annual assessment fee will be charged to the non-member with payments made in quarterly installments to the association by the property owner. If the property owner shares in the ownership of an aircraft, the non-member must pay an additional 50% of the current annual assessment fee. The property owner must also supply the name, address and phone numbers of the non-member to the association. The Board of Directors will

PLAINTIFF 00141
Exhibit 1 __ Page 122 of 128

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have the authority to specify, change or terminate the terms and conditions under which a non-member's aircraft may be stored".

6.9 – The following sentence is deleted. "No taxiways other than those designated by Declarant as combination street/taxiways shall be used by any vehicle other than aircraft of aircraft service vehicles, unless pursuant to a valid access permit granted by the Association".

Article VIII

8.1 – The following sentence is deleted: "A 75 foot clear zone easement is established on all lot that touch the runway where no aircraft may be parked and no trees, plants or other obstacles are allowed above ground level." and replaced with "A 75 foot clear zone easement is established on all lots that touch the runway where no aircraft, vehicles, etc. may be parked and no trees, plants or other obstacles are allowed above ground level. For safety reasons, in the area between the 75 foot clear zone easement and the 100 foot runway building setback line obstacles such as light fixtures, trees, shrubs, swings, etc. can be no more then 20 ft. in height."

8.2 – Delete this section and replace with the words, "Residents shall be and are hereby granted and conveyed a right of ingress and egress from the runway and taxiway to the permanent easements established along the rear and side lot lines as shown on the plat, said easements to be used for the aircraft operated by the residents and their guests, for walking to and from the runway, or for golf carts or similar vehicles as approved by the ACC. Golf carts or similar vehicles are allowed on the grass runway and/or the 50 foot wide grass strip on the east side of the paved runway but not on the hard surface runway except when crossing at a 90 degree angle. Walking on the paved runway will be only allowed from official sunset to official sunrise, and walkers should be alert for aircraft and yield to all taxiing, takeoff and landing aircraft. Walking from sunrise to sunset will be allowed on the outside edge of the grass runway".

8.4 – The following words are deleted in the 1st sentence: "(with prior written approval of the ACC for such plan)".

Article XI

11.2 – The following letter is deleted, "(h)" and replaced with the letter "(g)".

BY-LAWS Article II

2.1 –The following section is deleted and replaced with the words: " The specific purposes for which the Association is formed are: to provide for the maintenance,

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preservation and control of the Common Area which is part of the real property located in Spartanburg County, South Carolina (the "Property"), which has been submitted to the Declaration of Covenants, Conditions, Restrictions for Chandelle dated and recorded December 15, 1997, in the R.M.C. Office for Spartanburg County, South Carolina in Deed Book 67-A at Page 583 (the "Declaration"); and to promote the health, safety and welfare of the Owners within Chandelle".

WITNESSES:

Stephen E. Berry

Marilyn N. Berry

CSC DEVELOPERS, LLC

By _____ member

By John R Stewart Jr member

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

PROBATE

PERSONALLY appeared before me the undersigned witness named and made oath that (s)he was present and saw the within named CSC DEVELOPERS, seal and as their act and deed deliver the within Amendments, and that (s)he with the other witness subscribed above witnessed the execution thereof.

Stephen E. Berry

SWORN to before me this 4/11
___day of 2007.

Marilyn N. Berry (SEAL)
Notary Public for South Carolina
My Commission Expires: 11-16-15

PLAINTIFF 00143
Exhibit 1 __ Page 124 of 128

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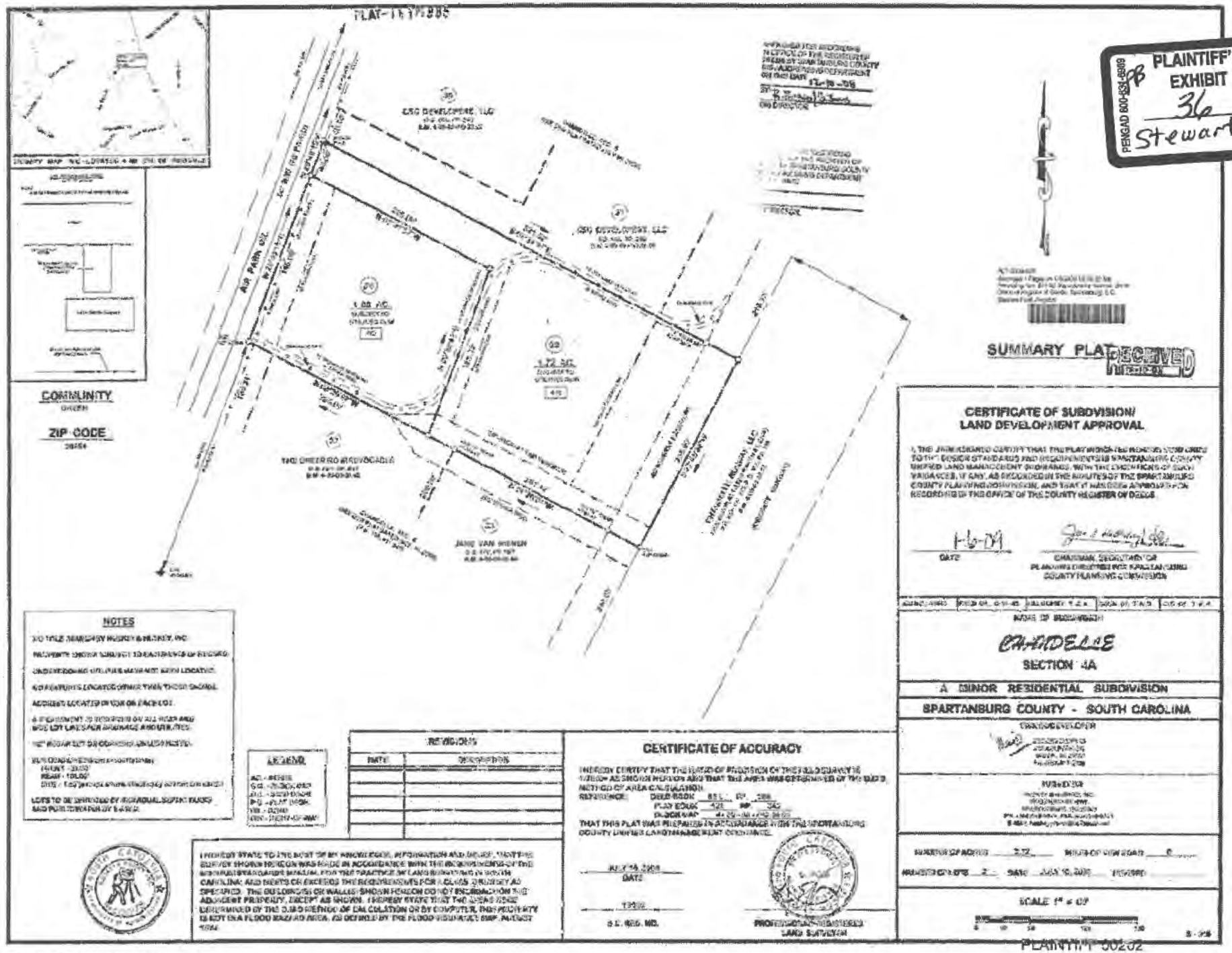

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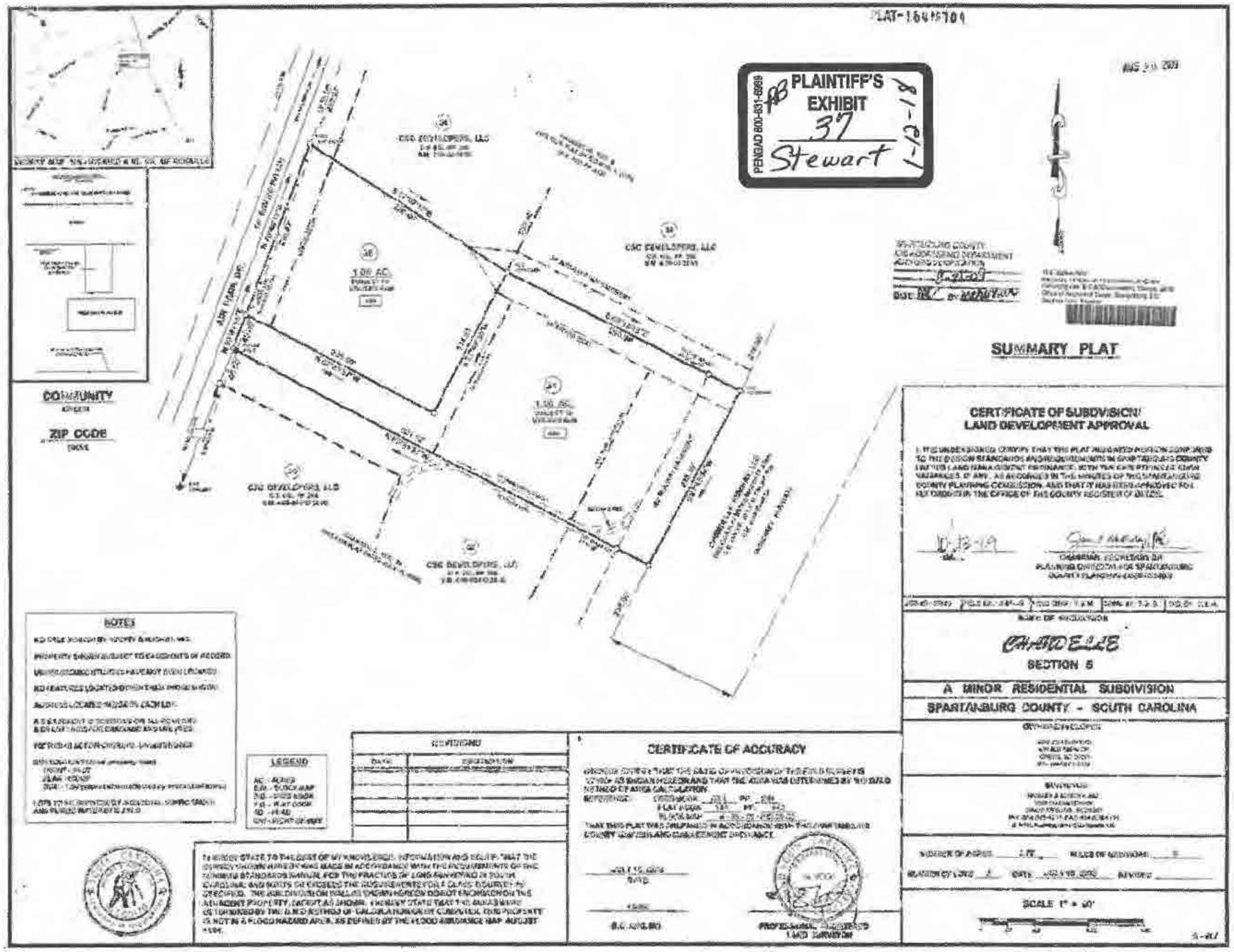

PLAINTIFF 00264

0526

Exhibit 1 ___ Page 126 of 128

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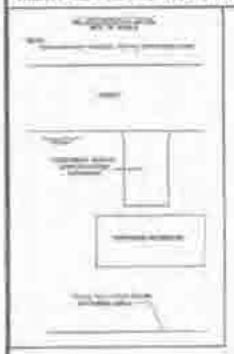
COMMUNITY
GREER

ZIP CODE
29651

LEGEND
AC. - ACRES
B.M. - BLOCK MAP
D.B. - DEED BOOK
P.B. - PLAT BOOK
RD. - ROAD
R/W - RIGHT OF WAY

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT
38
Stewart
1-12-18



REVISED

SUMMARY PLAT

CERTIFICATE OF SUBDIVISION/ LAND DEVELOPMENT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THE PLAT INDICATED HEREON CONFORMS TO THE DESIGN STANDARDS AND REQUIREMENTS IN SPARTANBURG COUNTY UNIFIED LAND MANAGEMENT ORDINANCE, WITH THE EXCEPTIONS OR PLOT VARIANCES, IF ANY, AS RECORDED IN THE MINUTES OF THE SPARTANBURG COUNTY PLANNING COMMISSION, AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTER OF DEEDS.

DEC 27 2017
DATE

CHAIRMAN, SECRETARY OR PLANNING DIRECTOR FOR SPARTANBURG COUNTY PLANNING COMMISSION

NAME OF SUBDIVISION

CHANDELLE

SECTION 6

A MINOR RESIDENTIAL SUBDIVISION

SPARTANBURG COUNTY - SOUTH CAROLINA

OWNER/DEVELOPER

SURVEYOR

NUMBER OF ACRES 2.96 MILES OF NEW ROAD 0

NUMBER OF LOTS 6 DATE SEPTEMBER 20, 2017 REVISED

SCALE 1" = 100'

PLAINTIFF EXHIBIT

NOTES

NO TITLE SEARCH BY HUSKEY & HUSKEY, INC.

PROPERTY SHOWN SUBJECT TO EASEMENTS OF RECORD.

UNDERGROUND UTILITIES HAVE NOT BEEN LOCATED.

NO FEATURES LOCATED OTHER THAN THOSE SHOWN.

ASSIGNED TO BE PLACED IN BOX ON EACH LOT.

A 5' EASEMENT IS RESERVED ON ALL REAR AND SIDE LOT LINES FOR DRAINAGE AND UTILITIES.

1/2" REBAR SET OR CORNERS UNLESS NOTED.

BUILDING LINES from property lines, IF APPLICABLE:
FRONT - 35.00'
REAR - 40.00'
SIDE - 7.00' (except where affected by 27' setback see note)

LOTS TO BE SERVICED BY INDIVIDUAL WELL SYSTEMS AND WELLS.

SEE PLAT FOR MAJOR SUBDIVISION BY THIS OFFICE DATED NOV. 28, 2005.

SEE ALSO PLAT BOOKS 45, PG. 200 AND 112, PG. 5.

REVISIONS BOX	
DATE	REVISION

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THE RATIO OF PRECISION OF THE FIELD SURVEY IS 1/7500+ AS SHOWN HEREON AND THAT THE AREA WAS DETERMINED BY THE C.M.D METHOD OF AREA CALCULATION.

REFERENCE: DEED BOOK 90-D PG. 061 ; 99-S PG. 90 ; 91-T PG. 333
PLAT BOOK 117 PG. 3-14 ; 130 PG. 27
BLOCK MAP 6-70-1 ; 6-70-24.00 ; 6-70-24.00

THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH THE SPARTANBURG COUNTY UNIFIED LAND MANAGEMENT ORDINANCE.

SEPTEMBER 20, 2017
DATE

STATE
S.C. REG. NO.

PROFESSIONAL REGISTERED LAND SURVEYOR

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THAT THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS S SURVEY AS SPECIFIED. THE BUILDING(S) OR WALL(S) SHOWN HEREON DO NOT ENCROACH ON THE ADJACENT PROPERTY, EXCEPT AS SHOWN. I HEREBY STATE THAT THE AREAS WERE DETERMINED BY THE C.M.D METHOD OF CALCULATION OR BY COMPUTER. THIS PROPERTY IS NOT IN A FLOOD HAZARD AREA, AS DEFINED BY THE FLOOD INSURANCE MAP.

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ELECTRONICALLY FILED - 2022 Sep 09 4:16 PM - SPARTANBURG - COMMON PLEAS - CASE#2016CP4201854

STATE OF SOUTH CAROLINA)

COUNTY OF SPARTANBURG

AMENDMENTS TO COVENANTS, CONDITIONS AND RESTRICTIONS OF CHANDELLE SUBDIVISION

WHEREAS, the covenants, conditions and restrictions of Chandelle Subdivision were recorded in Deed Book 67-A at page 583, Register of Deeds for Spartanburg County, South Carolina:

WHEREAS, the Board of Directors, as provided for in Article XII, has elected to amend said covenants, conditions and restrictions as well as the by-laws of the Chandelle Property Owner's Association as follows:

Declaration of Covenants, Conditions and Restrictions – The following words are added after "Plat Book 158 page 840 in the last paragraph: Lot 32 and Lot 36 Section 4A plat recorded January 6, 2009 in plat Book 163 page 885: Lot 31 and Lot 35 Section 5 plat recorded October 13, 2009 in plat Book 164 page 709", and the following words were added after " Plat Book 159 page 9" in the last paragraph: "Lot 55, Lot 56 and Lot 57 Section 8 plat recorded October 21, 2011 in plat Book 166 page 249...".

~~HOA~~ CHANDELLE ESTATES HOA

WITNESSES:

BOARD OF DIRECTORS

Stephen E. Berry

By Billy [illegible]

By Bruce R Goldberg

STATE OF SOUTH CAROLINA)

) PROBATE

COUNTY OF SPARTANBURG

PERSONALLY appeared before me the undersigned witness named and made oath that (s) he was present and saw the within named BOARD OF DIRECTORS, seal and as their act and deed deliver the within Amendments, and that (s) he with the other witness subscribed above witnessed the execution thereof.

Stephen E. Berry

SWORN to before me this
2nd day of November 2011.

Notary Public for South Carolina
My Commission Expires: 11-16-15

DEE-2011-38787
Recorded 1 Pages on 11/2/2011 3:11:34 PM
Recording Fee: $10.00 Documentary Stamps: $0.00
Office of Register of Deeds, Spartanburg, S.C.
Dorothy Earle, Register

PLAINTIFF'S EXHIBIT 39 Stewart 8-12-21

PENGAD 800-631-6989

EXHIBIT 2

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG)	C/A NO.: 2016-CP-42-01854
Chandelle Property Owners Association, Plaintiff, vs. CSC Developers, LLC, Chandelle Runway, LLC, 331 South, LLC, Charlie M. Allison, Janice H. Allison, James Douglas Armstrong, Jane Armstrong, Marilyn N. Berry, Stephen Berry, James P. Brockman, Sr., Douglas E. Cobb, Nicole Cobb, Kenneth L. Galloway, Molly C. Galloway, Warren Johnson, Rhonda Johnson, Lawrence E. Lewis, Barbara L. Lewis, John K. Payne Payne, Ruth G. Payne, John R. Stewart, Jr., Angela Tanner, Helmut Tuemmel, Silvia L. Tuemmel, Jane Van Wieren as trustee of the Greer R.G. Irrevocable Property Trust, dated October 25, 2006, Martin Tuemmel, Raymond M. Clark, Jr., and also all other persons unknown, claiming any	30(b)(6) DEPOSITION OF CDC DEVELOPERS, LLC (John Stewart, Jr. As Designee)

ELECTRONICALLY FILED - 2022 Sep 09 4:16 PM - SPARTANBURG - COMMON PLEAS - CASE#2016CP4201854

right, title, estate, interest in or lien upon the real estate described in the complaint herein.
Defendants.
James Douglas Armstrong and Jane Armstrong, Warren Johnson, Rhonda Johnson, John K. Payne and Ruth G. Payne,
Third-Party Plaintiffs.

30(b)(6) deposition on oral examination of JOHN STEWART, JR., as designee of CSC Developers, LLC, reported by Patricia G. Bachand, Court Reporter and Notary Public in and for the State of South Carolina; pursuant to Rule 30(b)(6) of the South Carolina Rules of Civil Procedure; said deposition was taken at the law offices of Bannister, Wyatt & Stalvey, LLC, 401 Pettigru Street, Greenville, South Carolina, on Monday, the 29th day of January 2018, scheduled for 9:30 a.m., and commencing at the hour of 9:35 a.m.

ELECTRONICALLY FILED - 2022 Sep 09 4:16 PM - SPARTANBURG - COMMON PLEAS - CASE#2016CP4201854

APPEARANCES:

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REPRESENTING THE DEFENDANTS JAMES DOUGLAS ARMSTRONG, JANE ARMSTRONG, HONDA JOHNSON, WARREN JOHNSON, JOHN K. PAYNE, RUTH G. PAYNE AND JAN VAN WIEREN, AS TRUSTEE OF GREER R.G. IRREVOCABLE PROPERTY TRUST DATED OCTOBER 25, 2006:

WENDELL L. HAWKINS, ESQ.
103-C Regency Commons Drive
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(wlh@wlhawkinslawfirm.com)

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APPEARANCES (CONTINUED):

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APPEARANCES (CONTINUED):

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ALSO ATTENDING:

BILLY ISRAEL (VIA TELEPHONE)
DOUGLAS E. COBB
CINDY GOLDBERG
BRUCE GOLDBERG
GEORGE LYNN FLEMING

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store an airplane there?

A. Yes.

Q. What does he have?

A. He built a large building, I think, 3600 square feet. And it's full of vintage vehicles now.

Q. You were asked some questions regarding Exhibit No. 39, which is an amendment to the covenants, conditions and restrictions of Chandelle subdivision. Do you recall seeing that document?

A. Yes.

Q. I may have asked you this before, and I apologize if I did, but who actually typed up that document, wrote it up?

A. I don't know.

Q. Do you recall how that document came into being?

A. I know how that this type document came into being. It's when we added additional lots into Chandelle, and be governed by the covenants.

Q. CSC had knowledge that this amendment was being signed, correct?

A. Yes.

Q. But as far as who physically typed it up, you're telling me you don't have any recollection of that?

A. No, I don't.

Q. Did CSC review and proof that document before it

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was signed?

A. I don't recall.

Q. And I think we established it was -- the last time at your deposition, that CSC knew that document was being executed, and basically acquiesced or approved of its execution. Is that fair?

A. That's fair. I just -- I don't have a memory of where, you know, it was written. Above there are some letters that were marked out, and then something else written in. I don't have any recollection of that.

Q. Do you know whose handwriting that is, where it says "Chandelle Estates HOA," and handwritten?

A. No, I don't.

Q. Now, is it fair to say -- I think we established at the last deposition that Exhibit 39, those are lots that CSC intended to part of Chandelle, is that fair, and bound by the restrictions?

A. Yes. This was a -- this was the document that we were told that would bind the lots to the covenants.

Q. Right. And was that CSC's intent in having the document executed? Exhibit 39.

A. Yes.

Q. And we'll get into it a little bit more, but did CSC intend for all of the deeds sold, regardless of what section, to have some specific reference to the declaration

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Q. With regard to the runway license amendments, do you have any idea what percent of the current lot owners actually have one of those, or at least were -- had signed one?

A. Okay. Signed.

Q. Well, I'm talking about people who currently live there.

A. Yeah. Just so I understand, you're talking about signed. There's probably a difference in "signed" and "in their possession."

Q. Sure. Signed.

A. I think between 75 or 80 percent.

Q. Let me show you another document here.

MR. GROTE: Mark this as Exhibit 40.

(PLAINTIFF'S EXHIBIT NO. 40 MARKED FOR IDENTIFICATION (3 PAGES) - COPY OF CHANDELLE AVIATION ESTATES BROCHURE BATES-LABELED PLAINTIFF 00011 THROUGH 00013)

BY MR. GROTE:

Q. Just let me know when you've had a chance to look over it.

A. I have.

Q. Have you seen this document before?

A. I have.

Q. And what is it?

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A. It was in some of our -- it was a -- a brochure that we gave to potential buyers.

Q. All right. And who prepared it, or who drafted it?

A. I don't know who actually put it together. But it was from input from -- from my partner and myself, and people that were helping us put together promotional material.

Q. Who had control over the content of it?

A. Doug and I.

Q. All right. Does it represent Chandelle as a master-planned private aviation estate?

A. I think so.

Q. And what does that mean?

A. It means we're trying to put -- put together a development of people wanting to fly. And this was our dream of what we could see in the future.

Q. Are Lots 50 through 54 represented as part of that master-planned private aviation estate named as "Chandelle"?

A. Yes, they are.

Q. Would you expect purchasers, reviewing a publication like this, to expect that Lots 50 through 54 would be subject to the same restrictions and rules as the rest of the lots depicted on there?

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being a nice guy and wanting to see, when he left, things continue on, you know, being positive? No, I don't -- I don't -- I don't have any bind on him or other people that live down there.

Q. Well, my question is not whether you could bind him. My question was: Did you represent to people who bought lots in Chandelle, or prospective purchasers, that there was an agreement or an understanding that when Mr. Preszenski -- Keith Pruszenski sold his property, that it would be subjected to the declaration at that point?

A. No.

Q. Let me show you the next exhibit.

MR. GROTE: Mark this one as Exhibit 41.

(PLAINTIFF'S EXHIBIT NO. 41 MARKED FOR IDENTIFICATION (2 PAGES) - COPY OF CHANDELLE AVIATION ESTATES BROCHURE BATES-LABELED CSC DEVELOPERS RESPONSE 13 AND 14)

BY MR. GROTE:

Q. This one's Bates-labeled CSC Developers Response 13. Have you seen this document before?

A. Yes.

Q. What is this document?

A. It was another form of document No. 40. It was changed from time to time.

Q. Do you know the date on Exhibit 41?

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A. No, I do not.

Q. If you'll compare Exhibit 40 and 41. Do you agree that Exhibit 41 contains an even broader representation of Chandelle, and what would be Chandelle?

A. Yes.

Q. Do you know whether Exhibit 40 or 41 came first, as far as the sequence?

A. I believe -- yes, I do. Forty-one came first.

Q. Okay. Why was there the change in this -- I guess, what's depicted as the map of Chandelle?

A. Well, as time went by, things changed. I can see several differences on one drawing versus the other drawing. You know, when you put future-something, you know, it might happen, it might not happen. And I see the road Chandelle Ridge Drive, you know, it looks totally different -- different, I believe. Yes, it does. All that whole section changed.

Q. All right. Now going back to Exhibit 40, there's certain property, I guess, that's shown as future development. What was represented to purchasers about that property?

A. Well, that it was property that was owned either by CSC or for -- or by me, and the intent was to -- as this subdivision increased in size, we could include all this other future development. That was the intent.

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participate in its execution, did it not?

A. I don't know.

Q. You don't know?

A. Correct.

Q. Well, what is CSC's position on whether these lots noted in Exhibit 39 are bound by the declaration or not?

A. When this was done, we felt like that they were bound.

Q. Exhibit -- when Exhibit 39 was done.

A. Correct.

Q. Was that -- and that was CSC's intent, right?

A. Well, that was the intent that this declaration of covenants, conditions or restrictions, and where it says we're adding to it, yeah, that's the way you pull lots into the subdivision to be bound. So that's just the same as all the others that we did. The only thing different was, we were not the actual person who did it. But I guess -- I think that we were aware of it.

Q. Okay. Well, did you ask -- did CSC ask Billy Israel and Bruce Goldberg to sign that document on its behalf, since the board had been turned over to them?

A. I don't -- I don't -- I don't know that answer.

Q. Well, if you -- if CSC had knowledge that, that was being done, and had some question about it, why did it

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not do something about it?

A. If we had knowledge of what?

Q. CSC had knowledge that this Exhibit 39, this amendment was being done, right?

A. Yes.

Q. If you felt that it was improper or problematic, why didn't CSC take some action to stop it, or clarify it or do something?

A. I don't think we felt that way at that time.

Q. And so sitting here today, it's -- is it not CSC's position that those lots in Exhibit 39 were intended to be bound by CSC?

A. They were intended to be bound. That's correct.

Q. And to the extent that there's an issue with who signed that amendment, would CSC agree to, you know, I guess, sign a corrected one with its name on it, since those lots are intended to be bound?

A. Yeah, I believe we would.

Q. Do you agree with me that Exhibit 39 was filed with the Registrar of Deeds?

A. It appears so.

Q. Would that indicate to subsequent purchasers, that there was at least something on record indicating that those lots were intended to be bound by the declaration?

A. That's right. They can go to Spartanburg County

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and look it up.

MR. BANNISTER: Do you mind if we take a five-minute break?

MR. GROTE: Sure.

(Off the record from 10:35 a.m. to 10:47 a.m.)

EXAMINATION RESUMED BY MR. GROTE:

Q. Mr. Stewart, going back to Exhibit 39, real quick. Do you know, actually, who took that amendment down to the Registrar of Deeds and filed it?

A. No, I don't.

Q. Do you know who paid for it, who paid to record it?

A. No, I don't.

Q. Would CSC have records of its account activity back in that time frame?

A. Can I look at it again?

Q. Absolutely.

(The witness pauses to review documents.)

A. I don't know. I don't know.

Q. Who did CSC bank with back then?

A. Greer State Bank.

Q. Let me show you the next exhibit, which is Exhibit 42.

(PLAINTIFF'S EXHIBIT NO. 42 MARKED FOR IDENTIFICATION (1 PAGE) - COPY OF CHANDELLE

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AVIATION ESTATES BROCHURE BATES-LABELED PLAINTIFF 01011)

BY MR. GROTE:

Q. Have you seen that document before?

A. I have.

Q. And what is it?

A. It's another drawing of existing lots and proposed future lots at Chandelle.

Q. Was this -- it's in a map form, is it not?

A. A map?

Q. Right. It's like a graphical depiction of Chandelle?

A. Yeah, you could say that.

Q. Who distributed a copy of this -- this map, I'll call it.

A. I really do not know who actually received a copy of this.

Q. Was this something that was published on Chandelle's website?

A. I'm not sure.

Q. It's got a web address at the bottom of it. Does that, I guess, refresh your memory in any sense?

A. Well, I see that web address. I don't know that, that tells me that, that's where this came from.

Q. I know. I'm just asking.

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A. Yeah.

Q. It also has a phone number in the lower right-hand corner. Who's phone number is that?

A. I'm not sure.

Q. Now, this map -- was this part of the marketing materials that CSC distributed?

A. I would say "yes."

Q. It looks like it shows Lots 51, 52, 53, and 54, does it not?

A. Yes.

Q. How are those denoted on this map?

A. The four lots you just said?

Q. Yeah.

A. Well, three of them are denoted in dark and one of them in light.

Q. It's called "Lot Map" at the bottom, right?

A. Yes.

Q. And it says "Chandelle" up in the upper left, right?

A. Yes.

Q. So it's a lot map of Chandelle, I guess? Is that fair?

A. Yes.

Q. So it shows Lot 51, 52, and 54 as Chandelle lots sold, does it not?

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differences.

Q. Well, I guess my question overall is: Did CSC make representations to the Spartanburg County Planning Commission, about what was included in this Chandelle development?

A. I'm sure we did.

Q. Let me show you another one, I guess.

MR. GROTE: Mark this one as Exhibit 44.

(PLAINTIFF'S EXHIBIT NO. 44 MARKED FOR IDENTIFICATION (1 PAGE) - COPY OF CHANDELLE AVIATION ESTATES BROCHURE BATES-LABELED PLAINTIFF 01489)

BY MR. GROTE:

Q. I believe that other one, I guess, showed you came from the planning department documents. It doesn't have a stamp on it, but this one actually is stamped. It's from the planning department. Do you see that?

A. Yes.

Q. So is it fair to say that CSC was, in fact, making representations to the planning department about the scope of Chandelle?

A. Yes.

Q. At least in this version of it, it does show Lots 50 through 54 being represented to the planning commission as part of Chandelle, right?

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you to where I'm talking about.

A. Yeah, I believe you're correct.

Q. And I can show you a copy of the plat, if you need it.

A. No.

Q. But I don't think there's a Tract 3 on the plat that's referenced.

A. No, that's probably an error.

Q. So we're talking about the same property that was subject to the Berry Lewis Stewart agreement, right?

A. Yes.

Q. And it looks like you, Stephen Berry and Marilyn Berry, all apparently had some sort of joint venture to develop that property into sellable lots, right?

A. Correct.

Q. And going back in conjunction with the Berry Lewis Stewart agreement. Doesn't it make sense that since y'all were planning to develop this property into sellable lots, if that's what it's talking about is when you developed those lots into sellable lots, that they're going to be part of the declaration and part of Chandelle, right?

A. Yeah, let me say this: It was our intention that all this property down there ultimately be a part of Chandelle. And this particular agreement, this Berry Lewis Stewart, this was something more personal to ourselves.

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But, yes, it's -- it was our intent that -- and I've explained the reasons for this last you gave me.

Q. The mortgage?

A. Yes. And we have sold a couple of lots -- Lots 57, maybe -6, to Doug Armstrong. And -- and -- and the -- they are bound by they covenants. Or at least we feel like they are.

Q. Okay. Well, that's the whole point of this mortgage and this Berry Lewis Stewart agreement, though, isn't it, to ensure that the property value is protected by developing into lots and subjecting to the declaration, right?

A. No. The real purpose of this is -- again, if I got beer-trucked, the Berrys have some kind of document saying, "Hey, look, we own 20 percent of the land." And that doesn't show anywhere out here, but this right here -- that was an attorney's way of ensuring for them, that they were covered.

Q. Well, I guess where I'm getting at is, it says that the joint venture was to develop the property into individually -- or individual sellable lots, right?

A. That's correct.

Q. That was the purpose of the joint venture, right?

A. Yeah.

Q. And that was the purpose of the joint venture,

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BY MR. GROTE:

Q. And that one is for Section 6, right?

A. Yes.

Q. And that says CSC Developers was the part -- or the owner of the property, right?

A. Yes.

Q. It granted Marilyn Berry and Doug Cobb business partners to act as agent for the subdivision --

A. Yes.

Q. -- or the property?

A. Yes.

Q. Was there any of these platted phases that we've looked at, previously, that were actually owned by John Stewart, Jr., when they were platted and sold as lots? Were they all owned by CSC, to your knowledge?

A. Both.

Q. Which phases was John Stewart, Jr., the owner of the land, as opposed to CSC?

A. Only one. And that would have been Lots, maybe 57, 56 -- the property that we sold to Doug Armstrong, one of those lots. Other than that? CSC.

Q. And are those lots that you, personally, and CSC intended to bind to the declaration?

A. Yes.

PLAINTIFF'S EXHIBIT NO. 54 MARKED FOR

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A. My answer, I added to it by saying it would probably have to be conditional, whether we would or not.

Q. Conditional on what?

A. Who can vote, and who can't vote; who is in good standings; what does that mean, things of that nature.

Q. Well, what is CSC's position on all those things?

A. Well, we think anybody that's on that declaration page, that we tried to pull into Chandelle, should be able to vote. We think they are in Chandelle.

Q. What declaration page?

A. On Exhibit 10, the covenants.

Q. The very first page?

A. Yes.

Q. What about all those other lots that had those annexations amendments?

A. I'm sorry, I got lost there.

Q. Well, I think the original declaration references Lots 1 through 26, right?

A. Oh, yes. Yeah. Yeah. And anything that was amended in it, I'm sorry.

Q. And anything else that was listed in one of those amendments? Is that fair?

A. Yes. That refers to the declaration page.

Q. What about, I guess, good standing? You mentioned something about good standing. What does that

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Chandelle

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Chandelle

A place you will love to call home, *Chandelle* conveys the promise of your own master-planned private aviation estate. Take a moment to imagine the ultimate convenience of a runway waiting just outside your home and hangar.

Providing aviation enthusiasts and their families the unique lifestyle and freedom of a fly-in community, Chandelle is ideally situated between Atlanta and Charlotte. Without sacrificing the joys of a peaceful and friendly lifestyle, Chandelle homeowners have all the advantages of living midway between the cities of Greenville and Spartanburg.

Chandelle combines the comforts of home with the luxury of easy travel: a short drive to the major interstate highways of I-85 and I-26 affords speedy access to stunning lakes and the beautiful Blue Ridge Mountains. Just a few miles away, the Greenville-Spartanburg International Airport (GSP), offers nonstop service to many major cities.

Adjacent to Chandelle is a well-established golf course community, boasting an 18-hole championship course. Chandelle families are served by a highly rated school district, and can enjoy world-class cultural and sporting events throughout the region. As the Chandelle development takes flight, an Architectural Control Committee will ensure that all property is developed harmoniously, and in a way that complements the natural beauty of each homesite.

You Are Cordially Invited
to tour the Chandelle development.

400 Air Park Drive
Greer, South Carolina 29651

If driving from I-85, take exit 60 to Hwy. 101 (toward Woodruff), drive 4.5 miles and turn right on Brockman Road, then turn left on Air Park Drive. Please call 864-877-2126 to schedule your visit.

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The Chandelle developers have transformed a gently rolling apple orchard into spacious homesites designed with direct access to the 3,700-ft. runway as a priority.

Perhaps you've already spotted the Chandelle development from the air—
or maybe there's always been a place just like this in your dreams.
Either way, we hope you'll allow us to give you a closer look.

Come See Chandelle, Where the Good Life Really Takes Off.

Home design by Yarosh Associates • Mashpee, MA

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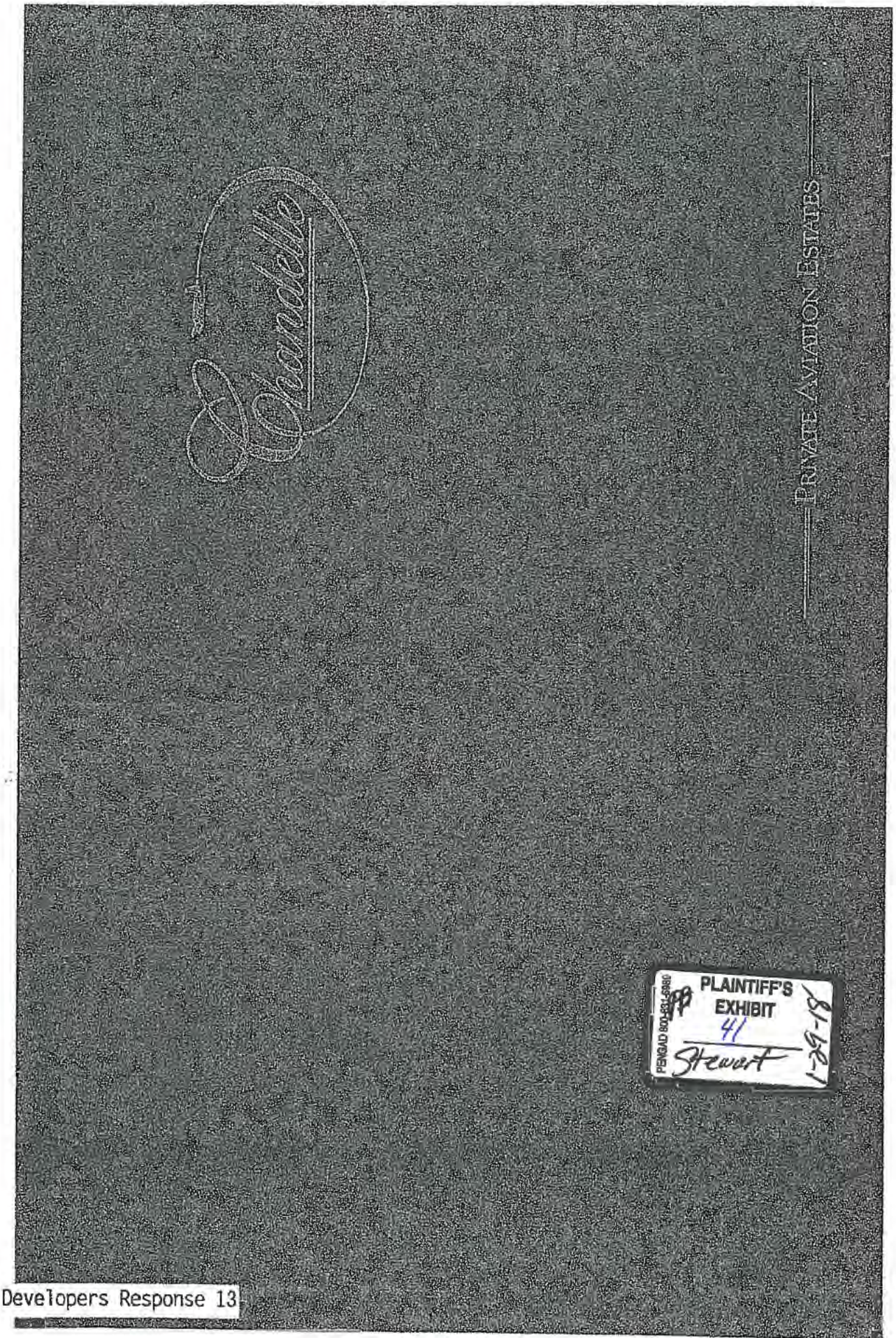

CSC Developers Response 13

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Chandelle

place you will love to call home. Chandelle conveys the promise of your own master-planned private aviation estate. Take a moment to imagine the ultimate convenience of a runway waiting just outside your home and hangar.

Providing aviation enthusiasts and their families the unique lifestyle and freedom of a fly-in community, Chandelle is ideally situated in the heart of South Carolina's thriving Upstate. Located midway between Greenville and Spartanburg, Chandelle offers homeowners all the advantages of living near two large cities without sacrificing the joy of a peaceful and friendly lifestyle.

Chandelle combines the comforts of home with the luxury of easy travel: a short drive to the major interstate highways of I-85 and I-26 affords speedy access to stunning lakes and the beautiful Blue Ridge Mountains. Just a few miles away the Greenville-Spartanburg International Airport offers both regional and national airline service.

Adjacent to Chandelle is Willow Creek Golf Club, boasting an 18-hole championship course, junior-size Olympic swimming pool and tennis courts. Chandelle families are served by a highly rated school district, and can enjoy world-class cultural and sporting events throughout the region. As the Chandelle development takes flight, an Architectural Control Committee will ensure that all property is developed harmoniously, and in a way that complements the natural beauty of each homesite.

The Chandelle developers have transformed a gently rolling apple orchard into a precious homesite designed with direct access to the 3,500-ft. runway as a priority.

Perhaps you've already spotted the Chandelle development from the air— or maybe there's always been a place just like this in your dreams. Either way, we hope you'll allow us to give you a closer look.

Come See Chandelle, Where the Good Life Really Takes Off.

CSC Developers Response 14

Lot Map

www.chandellesc.com

PLAINTIFF 01011
(864) 230-1273

0555

Exhibit 2 Page 27 of 28

PLAINTIFF'S EXHIBIT 42 Stewart 21-621

PENGAD 800-631-6989

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PLAINTIFF 01489

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EXHIBIT 3

February 15, 1997

AGREEMENT

CSC Developers, LLC is developing a parcel of land in Spartanburg County, SC at the intersection of Hwy. 101 and Brockman Road and more fully shown in the plat for Chandelle Estates. A portion of the land shown on the Chandelle Estates plat is owned by James R. Brockman while the remainder is owned by CSC Developers, LLC. This agreement is being made to address the cooperative arrangement for the development of lots 1 - 10, owned by Mr. Brockman, and the remainder of Phase 1, including lots 11-38, owned by CSC Developers.

1) Mr. Brockman agrees to include his land (consisting of approximately 13 acres) in Chandelle, the residential aviation community being developed by CSC Developers.

2) Mr Brockman agrees to furnish the development costs that pertain to lots 1-10.

3) Mr Brockman further agrees to furnish 50% of the cost of the building the street which provides access to lots 6 - 16.

4) CSC Developers agree to provide the land for the street described in 3 above.

5) CSC Developers agree to pay the remaining costs of Phase 1 including: the other 50% of the cost of the street described in 3 above, both the land and developmental costs of building the runway, taxiways and additional street, and the other usual costs of a development of this type such as marketing.

6) As each lot owned by Mr. Brockman is sold, he will receive . plus 1/10th of the total cost of developing his lots. CSC Developers will receive the balance of the sale price of each lot.

7) Both Mr. Brockman and CSC Developers must agree on the selling price of each lot before it is sold.

John R. Stewart, Jr for
CSC Developers, LLC

James P. Brockman

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EXHIBIT 4

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STATE OF SOUTH CAROLINA COUNTY OF SPARTANBURG	IN THE COURT OF COMMON PLEAS FOR THE SEVENTH JUDICIAL CIRCUIT C/A No: 2016-CP-42-01854
Chandelle Property Owners Association, Plaintiff, vs. James Douglas Armstrong, Jane Armstrong, Sr., Kenneth L. Galloway, Molly C. Galloway, Warren Johnson, Rhonda Johnson, John K. Payne, Ruth G. Payne, and Jane Van Wieren as trustee of the Greer R.G. Irrevocable Property Trust, dated October 25, 2006, and also all other persons unknown, claiming any right, title, estate, interest in or lien upon the real estate described in the complaint herein, Defendants. James Douglas Armstrong and Jane Armstrong, Warren Johnson, Rhonda Johnson, John K. Payne and Ruth G. Payne, Third-Party Plaintiffs, v. Billy J. Israel, Bruce R. Goldberg, Cindy R. Goldberg and George Lynn Fleming in their personal and official capacities, Third-Party Defendants.	**AFFIDAVIT OF BILLY J. ISRAEL, JR.**

018771.00006

PERSONALLY APPEARED before me, Billy J. Israel, Jr., who after being sworn, deposes and says that:

1. The facts stated herein are true and are based on my own personal knowledge. Further, I am of the age of majority and am competent to testify as to the matters stated herein.

THIS COMMUNICATION IS FOR THE PURPOSE OF COLLECTING A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
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2. This affidavit is being submitted in support of Plaintiff's Motion for Partial Summary Judgment against James Douglas Armstrong, Jane Armstrong, Warren Johnson, Rhonda Johnson, John K. Payne, Ruth G. Payne, and Jane Van Wieren as trustee of the Greer R.G. Irrevocable Property Trust, dated October 25, 2006 (hereinafter, collectively, referred to as the "**Subject Defendants**"), which was filed on August 19, 2022.

3. I have been a property owner in Chandelle Subdivision since 2006.

4. I am the current President of Chandelle Property Owners Association (hereinafter, the **"Association"**), and I am a current member of the Board of Directors for the Association. I have been the President of the Association and a member of the Board of Directors continuously since 2010.

5. I am familiar with the governing documents for Chandelle Subdivision. The Declaration of Covenants, Conditions and Restrictions for Chandelle Subdivision was recorded on December on 16, 1997, in the Office of the Register of Deeds for Spartanburg County in Deed Book 67-A at Page 0583 (the "**Original Declaration**"). The Original Declaration, as amended and supplemented, shall hereinafter be referred to as the "**Declaration**". A copy of the Original Declaration and all recorded amendments and supplements thereto and to the Bylaws of the Association that are known to the Board of Directors of the Association are attached as **Exhibit A** hereto and incorporated herein by reference.

6. I am also familiar with the unrecorded copy of the restrictive covenants distributed by CSC Developers, LLC to purchasers and prospective purchasers, commonly referred to as the "Bluebook". A copy of this "Bluebook" is attached as **Exhibit B**. In the events leading up to this litigation, it was discovered that the "Bluebook" contains differences from the

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recorded Declaration. Notably, no purported annexation deadline is contained in Section 16.2 of the restrictive covenants contained in the "Bluebook".

7. I, along with Bruce Goldberg, in our capacity as officers and directors of the Association and on behalf of the Association, executed the instrument entitled "Amendments to Covenants, Conditions, Restrictions of Chandelle Subdivision", which was recorded on November 2, 2011 in Deed Book 99-L, Pg. 999. This instrument was drafted by CSC Developers, LLC, and was presented to the Board of Directors of the Association for execution. CSC Developers, LLC requested that the Board of Directors for the Association sign the instrument, and Board of Directors thought that it was simply certifying it as being proper pursuant to the Declarant's authority.

8. I am also familiar with the marketing materials for Chandelle Subdivision disseminated by or on behalf of CSC Developers, LLC. Copies of various marketing materials disseminated by or on behalf of CSC Developers, LLC are attached at **Exhibit C** hereto. I am also familiar with the content of the website that was maintained by CSC Developers, LLC to provide information about Chandelle Subdivision: Chandellesc.com. Various screenshots that I took of the content of this website before it was taken down are attached as **Exhibit D** hereto.

9. I am familiar with the assessments and other charges levied by the Association against the Subject Defendants and their properties in Chandelle Subdivision which are the subject of the Association's motion for partial summary judgement (specifically Lots 1, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 55, 56, and 57). Further, I am knowledgeable about and familiar with the account balances of the Subject Defendants.

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10. During the period of my tenure on the Board of Directors for Association, John K. Payne and Ruth G. Payne (the **"Paynes"**) paid all assessments levied by the Association under the Declaration and the Bylaws of the Association up until 2017, and the Paynes also paid a special assessment levied by Plaintiff in 2021. However, the Paynes have maintained a delinquent balance with the Association at all times since 2017. Because timely payments for assessments were not made, the Paynes incurred interest, late charges, attorney's fees, and costs as provided by the Declaration and the Bylaws of the Association. As of September 1, 2022, the Paynes owe to the Association $30,598.00, exclusive of attorney's fees and costs, as more particularly detailed on **Exhibit E** hereto.

11. During the period of my tenure on the Board of Directors for the Association, Warren Johnson and Rhonda Johnson (the **"Johnsons"**) paid all assessments levied by the Association under the Declaration and the Bylaws of the Association up until 2016. However, the Johnsons have maintained a delinquent balance with the Association at all times since 2016. Because timely payments for assessments were not made, the Johnsons incurred interest, late charges, attorney's fees, and costs as provided by the Declaration and the Bylaws of the Association. As of September 1, 2022, the Johnsons owe to the Association $36,466.00, exclusive of attorney's fees and costs, as more particularly detailed on **Exhibit E** hereto.

12. The Johnsons have provided the Board of Directors with documentation indicating that they obtained approval from CSC Developers, LLC, as required by the Declaration, to combine Lots 28, 29, 30, and 34 under the Declaration and a copy of such documentation provided to the Board of Directors is attached as **Exhibit F** hereto.

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13. During the period of my tenure on the Board of Directors for the Association, Jane Van Wieren as trustee of the Greer R.G. Irrevocable Property Trust, dated October 25, 2006 (**"Van Wieren"**) paid all assessments levied by the Association under the Declaration and the Bylaws of the Association up until 2016. However, Van Wieren has maintained a delinquent balance with the Association at all times since 2016. Because timely payments for assessments were not made, Van Wieren incurred interest, late charges, attorney's fees, and costs as provided by the Declaration and the Bylaws of the Association. As of September 1, 2022, Van Wieren owes to the Association $83,603.50, exclusive of attorney's fees and costs, as more particularly detailed on **Exhibit E** hereto.

14. Robin Graham, on behalf of the Greer R.G. Irrevocable Property Trust, dated October 25, 2006, has provided the Board of Directors with documentation indicating that approval was obtained from CSC Developers, LLC, as required by the Declaration, to combine Lots 32, 33, 36, and 37, as well as to combine Lots 31 and 35, and a copy of such documentation provided to the Board of Directors is attached as **Exhibit G** hereto.

15. During the period of my tenure on the Board of Directors for the Association, James Douglas Armstrong and Jane Armstrong (the **"Armstrongs"**) paid all assessments levied by the Association under the Declaration and the Bylaws of the Association up until 2017, and the Armstrongs also paid a special assessment levied by Plaintiff in 2021. However, the Armstrongs have maintained a delinquent balance with the Association at all times since 2017. Because timely payments for assessments were not made, the Armstrongs incurred interest, late charges, attorney's fees, and costs as provided by the Declaration and the Bylaws of the Association. As of September 1, 2022, the Armstrongs owe to the

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Association $63,196.00, exclusive of attorney's fees and costs, as more particularly detailed on **Exhibit E** hereto.

16. On January 17, 2012, the Board of Directors of Plaintiff sent out a newsletter to the residents of Chandelle Subdivision, including to the Johnsons, which in part congratulated the Johnsons on moving into their new home in Chandelle and noting that they were a welcome addition to the community. A copy of this newsletter is attached as **Exhibit H** hereto. The Johnsons never raised any objection to the Board of Directors regarding being classified as being in Chandelle Subdivision in this newsletter.

17. The Board of Directors has sent correspondence to the Johnsons pertaining to violations of the Declaration for barking dogs, and a copy of such correspondence related to the same is attached as **Exhibit I** hereto. The Johnsons never raised as a defense that they were not subject to the Declaration.

FURTHER AFFIANT SAYETH NOT.

Billy J. Israel, Jr.

SWORN TO and subscribed before me
this 8th day of September, 2022.

Blain Dorn
Notary Public for Tennessee
My Commission Expires: 3/8/25

BLAIN DORN
STATE OF TENNESSEE NOTARY PUBLIC
CUMBERLAND COUNTY
My Commission Expires 3/8/25

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EXHIBIT A

THIS DOCUMENT
MARGINAL
FOR IMAGING

DEED 67A PG 583

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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

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

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

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

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

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DEED 67A PG 584

Declaration of Covenants, Conditions, and Restrictions

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ARTICLE I
Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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ARTICLE II
The Association

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

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

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

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

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

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

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

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

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

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

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ARTICLE III
Architectural Control Committee

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

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

The Architectural Control Committee shall:

3.1). regulate the external design, appearance, and location of the Properties and Lots and any improvements thereof.
3.2). adopt architectural guidelines and programs consistent with covenants and restrictions.
3.3). inspect for compliance with these quidelines.
3.4). adopt procedures for the exercise of its duties.
3.5). maintain complete and accurate records of all actions taken.

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

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ARTICLE IV
Architectural Guidelines and Rules

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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ARTICLE V
Restrictions and Covenants

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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ARTICLE VI
Aircraft & Hangar Restrictions, and Parking

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

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

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

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

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

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

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

be used.

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

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

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

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

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ARTICLE VII
Runway Assurances and Operations

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

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

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

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

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

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

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

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

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

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ARTICLE VIII
Easements and Setbacks

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

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

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

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

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ARTICLE IX
Insurance

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

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

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

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

ARTICLE X
Right of First Refusal

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

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

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

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

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ARTICLE XI
Maintenance Assessments

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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ARTICLE XII
Duration and Amendments

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

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

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

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

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

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

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

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ARTICLE XIII
Enforcement of Covenants

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

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

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

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

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

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

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

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

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

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

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ARTICLE XIV
Principles of Interpretation

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

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

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

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

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

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

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

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

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

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

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

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ARTICLE XV
Condemnation

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

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

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

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

DEED 67A PG 621

ARTICLE XVI
Expansion

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

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

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BY-LAWS
Chandelle Property Owners Association

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BY-LAWS
Chandelle Property Owners Association

ARTICLE I
Name and Location

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

ARTICLE II
Purpose

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

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

ARTICLE III
Definitions

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

ARTICLE IV
Membership and Voting

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

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

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

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

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

ARTICLE V
Meetings

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI
Board of Directors

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII
Meetings of Directors

Section 7.1 Regular Meetings. Regular meetings of the Board of Directors shall be held at least quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the board. Should the meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. At all meetings of the Board, the President or in his absence, the chairman chosen by the Directors present, shall preside.

Section 7.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two Directors, after not less than three (3) days notice to each Director.

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Section 7.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board.

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

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

ARTICLE VIII
Powers and Duties of Board of Directors

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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(i) The alleged violation;

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

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

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

(i) The nature of the alleged violation;

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

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

(iv) The proposed sanction to be imposed.

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

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

ARTICLE IX
Officers and Their Duties

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

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

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

Section 9.4 Special Appointments. The Board may appoint such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may from time to time determine.

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

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

Section 9.7 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the remaining offices except in the case of special offices created pursuant to Section 9.4 above.

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

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

(b) **Vice President**. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

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

(d) **Treasurer**. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and the financial statements provided for by Section 8.4 above; and deliver or make copies available of each to the Members.

ARTICLE X
Committees

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

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the Board of Directors.

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

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

ARTICLE XI
Indemnification

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

ARTICLE XII
Amendments

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

ARTICLE XIII
Miscellaneous

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

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

DEED 67A PG637

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

WITNESSES:

Barbara Brandon

Marilyn N. Berry

CSC DEVELOPERS, LLC

By: John R Stewart Jr

Its: Member/Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

PROBATE

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

Marilyn N. Berry

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

Barbara Brandon (SEAL)
Notary Public for South Carolina
My Commission Expires: 1-13-2000

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STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

AMENDMENTS TO COVENANTS, CONDITIONS AND RESTRICTIONS OF CHANDELLE SUBDIVISION

WHEREAS, the covenants, conditions and restrictions of Chandelle Subdivision were recorded in Deed Book 67-A at page 583, Register of Deeds for Spartanburg County, South Carolina;

WHEREAS, the Board of Directors, as provided for in Article XII, has elected to amend said covenants, conditions and restrictions as well as the by-laws of the Chandelle Property Owners' Association as follows:

Article III - Raymond Clark, Jr., will be removed as a member of the architectural control committee and Marilyn Berry will replace him on said committee.

Article IV

4.1 - The following sentence is deleted: "A guest suite or a like facility without a kitchen may be included as part of the main dwelling or accessory building , but such suite may not be rented or leased except as part of the entire premises including the main dwelling."

4.3 - The following sentence is deleted: "This should not exclude any home office, but no customer, clients, or patients can be seen on residential premises", and replaced with the following sentence: "This should exclude any home office, but a resident cannot have a home office that would increase air or street traffic." Then add the following sentence: "Also, this should not exclude work done on non-owned aircraft so long as such work is done inside a hanger and the completed aircraft conforms with all requirements as set forth in these covenants."

4.7 - The following words in the first sentence are deleted: "to control absolutely and solely" and "precise".

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Article V

5.10 - The following sentence is deleted: "No swing sets, playsets, sandboxes, basketball backboards, tree houses, animal houses or animal pens shall be erected so as to be visible from any roadway or adjoining property, unless approved in advance by the ACC."

5.12 - The following word in the last sentence shall be deleted: "fireworks".

5.14 - The title of said section shall be deleted and replaced with "Dwelling Attachments". The following sentence is deleted: "Small, inconspicuous satellite dishes will be most compatible."

5.15 - The following sentence is deleted: "No boat, motor home, travel trailer, golfcart, boat, other recreational vehicle, or commercial truck, may be stored overnight on any lot unless the same be with an enclosed garage", and replaced with "No boat, travel trailer, recreational vehicle (except motor home), or commercial truck may be stored overnight on any lot unless the same be within an enclosed garage". The following words are deleted from the next sentence "or vehicle without a current license plate and registration", and replace with "or non-functioning vehicle."

5.20 - The following words are deleted: "15 feet" and replaced with "25 feet".

5.23 - The following sentence is deleted: "No window air conditioning unit shall be installed without the consent of the ACC", and replace with "Window air conditioning units are approved for outbuildings or hangers."

5.26 - The following sentence is deleted: "Exterior sculpture, fountains, bird baths, bird houses, and similar items must be approved by the ACC, if visible from the front of any lot or any adjoining street".

5.30 - The following sentence is deleted: "The Declarant or its agent shall also have

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access to each lot at all times without notices as may be necessary to make emergency repairs to prevent damage to the Common Areas or another lot".

Article VI

6.4 - The following sentence is deleted: "If any aircraft is found within any lot not tied down or unattended, the Board of Directors or its agents may, but are not obligated to secure it at the expense of the Owner of said aircraft".

Article VII

7.3 - The entire paragraph is deleted and replaced with the following: "The Licensor shall have the right to control the use of the runway and taxiway and may prohibit the use of the runway or taxiway by any aircraft, if:

a) deemed unsafe to either the life of health of individuals, or

b) it would cause damage to the runway by virtue of its size, design or state of repair."

7.4 - The paragraph is hereby amended to read as follows: "The Declarant and Association shall have the right to make rules and regulations relative to the easements, taxiway, runway, air traffic patters around the airport, grounds and related facilities, affecting the use of said premises, and all lot owners agree to comply with said rules and regulations."

WITNESSES:

CSC DEVELOPERS, LLC

By Douglas E Coll member

By John R. Stewart Jr

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

PROBATE

PERSONALLY appeared before me the witness above named and made oath that

[redacted] [redacted]

DEED72G PG846

he/she saw the within named duly authorized agent of CSC Developers, LLC, sign, seal and as his/her act and deed, deliver the within written Amendments to Covenants, Conditions and Restrictions of Chandelle Subdivision and that he/she with the other witness above named witnessed the execution thereof.

Debra W. Woody

SWORN to and subscribed before me

this 10th day of July, 2000.

Sandra Patterson

Notary Public for South Carolina

My Commission Expires: 9-21-2005

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STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

AMENDMENTS TO COVENANTS, CONDITIONS AND RESTRICTIONS OF CHANDELE SUBDIVISION

WHEREAS, the covenants, conditions and restrictions of Chandelle Subdivision were recorded in Deed Book 67-A at page 583, Register of Deeds for Spartanburg County, South Carolina;

WHEREAS, the Board of Directors, as provided for in Article XII, has elected to amend said covenants, conditions and restrictions as well as the by-laws of the Chandelle Property Owner's Association as follows:

Declaration of Covenants, Conditions and Restrictions – The following sentence is deleted: "NOW, THEREFORE, Declarant, by this DECLARATION of Covenants, Conditions and Restrictions, does hereby declare that all the property described herein and shown as lots 1 through 26 on the Chandelle Subdivision plat dated September 24, 1997 by Huskey & Huskey, Inc. for Spartanburg County, South Carolina is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration which shall run with the real property and be binding on all parties owning any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, and replaced with the following sentence: "NOW, THEREFORE, Declarant, by this DECLARATION of Covenants, Conditions and Restrictions, does hereby declare that all the property described herein and shown as lots 1 through 26 on the Chandelle Subdivision Section 1 plat dated September 24, 1997 by Huskey & Huskey, Inc. for Spartanburg, County, South Carolina as they are recorded, Chandelle Section 1-A plat recorded September 1, 1998 in Plat Book 142 page 376, Lot 39 Section 3a recorded September 26, 2002 in Plat Book 153 page 097, Lot 39a and Lots 40 through 47 on Chandelle Section 3 plat recorded November 5, 2004 in Plat Book 156 page 982 is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration which shall run with the real property and be binding on all parties owning any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

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Stephen Ford, Register

Article VIII

8.1 – The following paragraph is deleted: "No house or building may be constructed within 75 feet of the centerline of any designated street or within 75 feet of the taxiway or runway boundary. On lots 1-20, 24-28, and 32-34 the building setback is 35 feet from the centerline of the 50 feet easement established along the rear and side lot lines as shown on the plat. For all lots the setback line is 10 feet from any side lot line for hangars and other freestanding buildings and 25 feet from any side lot lines for houses. All buildings, including houses, must be setback 35 feet from any rear lot line. A 75 foot clear zone easement shall be established along all lot lines facing runways or taxiways where no

aircraft may be parked; no trees or other obstacles are allowed in this area. A 5 feet easement along all sides of all lots and along all sides adjoining any designated street are reserved for underground utility and or drainage purposes. The established setbacks may be varied by the ACC following prescribed methods", and replaced with the following paragraph: "No house or building including hangars may be constructed within 75 feet of the centerline of any designated street, within thirty-five feet of the centerline of all 50 foot wide taxi easements, and within 100 feet of the runway boundary. In addition, the building set back for side and rear lot lines for homes is 15 feet and 10 feet for all other buildings. A 75-foot clear zone easement is established on all lots that touch the runway where no aircraft may be parked and no trees, plants or other obstacles are allowed above ground level. A 5-foot easement is reserved for underground utilities and/or drainage purposes along all sides of any lot and along any side that adjoins any designated street. The established setbacks may be varied by the ACC following prescribed methods."

WITNESSES:

James E Ma--

Marilyn N. Berry

CSC DEVELOPERS, LLC

By John R. Steward Jr

By Douglas E Cobb

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF SPARTANBURG)

PERSONALLY appeared before me the undersigned witness named and made oath that (s)he was present and saw the within named **CSC DEVELOPERS,** seal and as their act and deed deliver the within Amendments, and that (s)he with the other witness subscribed above witnessed the execution thereof.

James E Ma--

SWORN to before me this
28th day of December 2004.

Marilyn N. Berry (SEAL)
Notary Public for South Carolina
My Commission Expires: 12/05/2005

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STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

AMENDMENTS TO COVENANTS, CONDITIONS AND RESTRICTIONS OF CHANDELE SUBDIVISION

WHEREAS, the covenants, conditions and restrictions of Chandelle Subdivision were recorded in Deed Book 67-A at page 583, Register of Deeds for Spartanburg County, South Carolina;

WHEREAS, the Board of Directors, as provided for in Article XII, has elected to amend said covenants, conditions and restrictions as well as the by-laws of the Chandelle Property Owner's Association as follows:

Article IV

Section 4.6 – The following sentence is deleted: "Each single family dwelling on a Lot shall have a heated square foot area of 2000 minimum, except lots 1-16 which shall have a minimum heated square foot area of 2500" and replaced with the following sentence: "Each single family dwelling on a Lot shall have a minimum heated area of 2500 square feet".

WITNESSES:

CSC DEVELOPERS, LLC

By _____

By _____
MEMBER

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF SPARTANBURG)

PERSONALLY appeared before me the undersigned witness named and made oath that (s)he was present and saw the within named **CSC DEVELOPERS,** seal and as their act and deed deliver the within Amendments, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this
18th day of April 2006.

_____ (SEAL)
Notary Public for South Carolina
My Commission Expires: 11/16/15.

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STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

AMENDMENTS TO COVENANTS, CONDITIONS AND RESTRICTIONS OF CHANDELLE SUBDIVISION

WHEREAS, the covenants, conditions and restrictions of Chandelle Subdivision were recorded in Deed Book 67-A at page 583, Register of Deeds for Spartanburg County, South Carolina;

WHEREAS, the Board of Directors, as provided for in Article XII, has elected to amend said covenants, conditions and restrictions as well as the by-laws of the Chandelle Property Owner's Association as follows:

Declaration of Covenants, Conditions and Restrictions – The following words are added after "Plat Book 156 page 982" in the last paragraph: "Lot 33 and Lot 37 Section 4 plat recorded November 1, 2005 in Plat Book 158 page 840; Lot 29, 30, and 34 Section 6 plat recorded December 14, 2006 in Plat Book 160 page 852; Lot 27 and Lot 28 Section 7 plat recorded December 6, 2005 in Plat Book 159 page 9....".

Article IV

4.1 – The following sentence is deleted: "Only one family may occupy a lot as a principal residence at any one time", and replaced with "Only family members may occupy a lot as a principal residence at any one time".

4.5 – The following words are deleted in the first sentence: "and the landscaping plan for the lot". The following sentence is deleted: "A copy of the builder or contractor's license must be submitted with construction plans to the ACC".

4.7 – The following words are deleted: "all buildings (including eaves, decks, patios and steps) shall be constructed beyond the minimum setback lines" and replaced with "no buildings (including decks, patios and steps) shall be constructed within the setback areas as described in Section 8.1".

4.8 – The following words are deleted in the last sentence: "case by case" and replaced with "case-by-case".

4.12 – The following words are deleted at the end of the last sentence: "in accordance with the proposed landscaping plans previously submitted and approved".

4.15 – The following words are deleted in the 2nd sentence: "Such hangar if constructed" and replace with the words "Any free standing hangar". The following words are deleted in the 7th sentence: "substantial completion of the

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Stephen Ford, Register

dwelling house insofar as the exterior finish is concerned must be accomplished" and replace with the words "the foundation and framing of the dwelling must be started".

Article V

5.11 - The following word in the sixth sentence is deleted: "lease", and replaced with "leash".

5.15 – The following sentence is deleted: "No boat, travel trailer, recreational vehicle (except motor home), or commercial vehicle, may be stored overnight on any Lot unless the same be within an enclosed garage" and replaced with "No boat, travel trailer, utility trailer, recreational vehicle, motor home, or commercial vehicle, may be parked on any Lot unless the same be within an enclosed building. Exceptions: Motor homes, approved by the ACC, may be parked on the owner's lot during the construction of the home. Motor homes, travel trailer may be parked over night during times of loading or unloading for trips, short term maintenance, etc.

5.16 – The entire paragraph is deleted and replaced with the words "The bulk storage of flammable, combustible, or explosive fluids, chemicals or substances is allowed if stored within garages/hangars and in a manner which will minimize the risk of fire or explosion. Lot owners may store a maximum of 100 gallons of fuel used for aviation purposes in a portable container in their hangars."

5.24 – The entire paragraph is deleted and replaced with the words "Each home owner must install the approved Chandelle mail box when they move into their home."

Article VI

6.1 - The title of said section shall be deleted and replaced with "Hangar Space". The entire paragraph is deleted and replace with the words: "The airplane hangar or outside tie-down space on each lot is specifically for the use of the owner of the property on which the hangar is located. If the property owner chooses to store a non-member aircraft in their hangar or on an outside tie-down space then the property owner must verify and be responsible for the current qualifications of both the pilot and their aircraft. The property owner must make the non-member aware of Article VI of these Covenants, traffic patterns, and noise abatement rules over Willow Creek Golf Course. The current annual assessment fee will be charged to the non-member with payments made in quarterly installments to the association by the property owner. If the property owner shares in the ownership of an aircraft, the non-member must pay an additional 50% of the current annual assessment fee. The property owner must also supply the name, address and phone numbers of the non-member to the association. The Board of Directors will

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have the authority to specify, change or terminate the terms and conditions under which a non-member's aircraft may be stored".

6.9 – The following sentence is deleted: "No taxiways other than those designated by Declarant as combination street/taxiways shall be used by any vehicle other than aircraft of aircraft service vehicles, unless pursuant to a valid access permit granted by the Association".

Article VIII

8.1 – The following sentence is deleted: "A 75 foot clear zone easement is established on all lot that touch the runway where no aircraft may be parked and no trees, plants or other obstacles are allowed above ground level." and replaced with "A 75 foot clear zone easement is established on all lots that touch the runway where no aircraft, vehicles, etc. may be parked and no trees, plants or other obstacles are allowed above ground level. For safety reasons, in the area between the 75 foot clear zone easement and the 100 foot runway building setback line obstacles such as light fixtures, trees, shrubs, swings, etc. can be no more then 20 ft. in height."

8.2 – Delete this section and replace with the words, "Residents shall be and are hereby granted and conveyed a right of ingress and egress from the runway and taxiway to the permanent easements established along the rear and side lot lines as shown on the plat, said easements to be used for the aircraft operated by the residents and their guests, for walking to and from the runway, or for golf carts or similar vehicles as approved by the ACC. Golf carts or similar vehicles are allowed on the grass runway and/or the 50 foot wide grass strip on the east side of the paved runway but not on the hard surface runway except when crossing at a 90 degree angle. Walking on the paved runway will be only allowed from official sunset to official sunrise, and walkers should be alert for aircraft and yield to all taxing, takeoff and landing aircraft. Walking from sunrise to sunset will be allowed on the outside edge of the grass runway".

8.4 – The following words are deleted in the 1st sentence: "(with prior written approval of the ACC for such plan)".

Article XI

11.2 – The following letter is deleted, "(h)" and replaced with the letter "(g)".

BY-LAWS Article II

2.1 –The following section is deleted and replaced with the words: " The specific purposes for which the Association is formed are: to provide for the maintenance,

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preservation and control of the Common Area which is part of the real property located in Spartanburg County, South Carolina (the "Property"), which has been submitted to the Declaration of Covenants, Conditions, Restrictions for Chandelle dated and recorded December 15, 1997, in the R.M.C. Office for Spartanburg County, South Carolina in Deed Book 67-A at Page 583 (the "Declaration"); and to promote the health, safety and welfare of the Owners within Chandelle".

WITNESSES:

Stephen E. Berry

Marilyn N. Berry

CSC DEVELOPERS, LLC

By _____ member

By John R Stewart Jr member

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF SPARTANBURG)

PERSONALLY appeared before me the undersigned witness named and made oath that (s)he was present and saw the within named **CSC DEVELOPERS,** seal and as their act and deed deliver the within Amendments, and that (s)he with the other witness subscribed above witnessed the execution thereof.

Stephen E. Berry

SWORN to before me this 4/11
___day of 2007.

Marilyn N. Berry (SEAL)
Notary Public for South Carolina
My Commission Expires: 11-16-15.

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STATE OF SOUTH CAROLINA)

COUNTY OF SPARTANBURG

AMENDMENTS TO COVENANTS, CONDITIONS AND RESTRICTIONS OF CHANDELLE SUBDIVISION

WHEREAS, the covenants, conditions and restrictions of Chandelle Subdivision were recorded in Deed Book 67-A at page 583, Register of Deeds for Spartanburg County, South Carolina:

WHEREAS, the Board of Directors, as provided for in Article XII, has elected to amend said covenants, conditions and restrictions as well as the by-laws of the Chandelle Property Owner's Association as follows:

Declaration of Covenants, Conditions and Restrictions – The following words are added after "Plat Book 158 page 840 in the last paragraph: Lot 32 and Lot 36 Section 4A plat recorded January 6, 2009 in plat Book 163 page 885; Lot 31 and Lot 35 Section 5 plat recorded October 13, 2009 in plat Book 164 page 709"; and the following words were added after " Plat Book 159 page 9" in the last paragraph: "Lot 55, Lot 56 and Lot 57 Section 8 plat recorded October 21, 2011 in plat Book 166 page 249…".

~~HOA~~ CHANDELLE ESTATES HOA

WITNESSES:

BOARD OF DIRECTORS

Stephen E. Berry

By Billy [illegible]

By Bruce R Goldberg

STATE OF SOUTH CAROLINA)

) PROBATE

COUNTY OF SPARTANBURG

PERSONALLY appeared before me the undersigned witness named and made oath that (s) he was present and saw the within named BOARD OF DIRECTORS, seal and as their act and deed deliver the within Amendments, and that (s) he with the other witness subscribed above witnessed the execution thereof.

Stephen E. Berry

SWORN to before me this
2nd day of November 2011.

Marilyn N. Berry
Notary Public for South Carolina
My Commission Expires: 11-16-15

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Recording Fee: $10.00 Documentary Stamps: $0.00
Office of Register of Deeds, Spartanburg, S.C.
Dorothy Earle, Register

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STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

AMENDMENTS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CHANDELLE SUBDIVISION

WHEREAS, the Covenants, Conditions and Restrictions were recorded in Deed Book, 67-A, Page 583, Register of Deeds for Spartanburg County, South Carolina;

WHEREAS, the Board of Directors, as provided for in Article XII, has elected to amend said covenants, conditions and restrictions of Chandelle Private Aviation Estates, as follows:

ARTICLE 1

1.7 The following word in the first sentence is deleted "Inc.", and replaced with the word "LLC".

1.11 The following word in the last sentence is deleted "of", and replaced with the word "or".

1.17 The following words in the first sentence are deleted "Chandelle Airport Corporation, LLC" and are replaced with the words "Chandelle Runway, LLC"

1.27 The entire paragraph is deleted, and replaced with the following paragraph. "Runway shall mean and refer to the 150 foot wide and 3,700 foot long property located at the center of the subdivision used for the purpose of aircraft operations. The 50 foot wide paved portion and the western 50 foot wide grass portion are used for taxi, takeoff and landing. The eastern 50 foot wide grass portion is used for taxi only.

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ARTICLE 2

2.5 The following sentence is deleted, "Each owner shall abide by and benefit from the Provisions, Covenants, Conditions, and Restrictions contained in the Chandelle Covenants, and Restrictions, and Bylaws." and replaced by the following sentence. "Each owner shall abide by and benefit from the provisions, covenants, conditions, and restrictions contained in the Chandelle Covenants, Conditions and Restrictions, Bylaws and Association Rules and Regulations.

2.6 The following words, "and Regulations" are added after the words "Association Rules".

ARTICLE 4

4.3. The entire paragraph is deleted, and replaced with the following paragraph. "No commercial business of any type shall be permitted; however, nothing herein contained shall be construed as preventing the Declarant from erecting and maintaining facilities of a commercial, recreational or community nature or facilities incident to the use of the runway, taxiway and easements. A home office is allowed, but a home office may not increase air or street traffic. Work done on non-owned aircraft is approved, so long as such work is done inside a hangar and the completed aircraft conforms to all requirements as set forth in the Chandelle Covenants, Conditions and Restrictions and Association Rules and Regulations. Run-ups, in accordance with Section 6.5 herein, and the washing of the non-owned aircraft are allowed outside of a hangar. No one, other than the Declarant, can allow the use of the airport or runway for commercial activity or for self-enterprise."

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ARTICLE 5

5.0.1 Add Section 5.0.1 Right of Entry

Section 5.0.1 Right of Entry - The right of the Declarant or the ACC, and their agents, to enter upon any property owner's lot for the purpose of carrying out the duties and responsibilities placed upon them by the Chandelle Documents, will not constitute a trespass. Lot owners understand, and agree, that lot owners and their heirs and assigns, relinquish any right to prevent the Declarant or the ACC and their agents from exercising their right to enter upon such premises, as provided for in the Chandelle Documents. Lot owners agree that if any attempt is made to restrict the entry by the Declarant or the ACC and their agents, a fine of not less than One Hundred Dollars ($100) per day will be imposed on the owner of the lot, until any and all attempts to restrict entry are withdrawn. One attempt, by written notice, will be made to notify the lot owner of the date, time and purpose of the entry onto the lot.

5.1 The entire paragraph is deleted and replaced with the following:

"In the event the owner of any lot shall fail to comply with any of the below mentioned criteria, or fails to maintain the premises and the exterior of the improvements situated thereon, or permits litter and debris to accumulate on his lot, or allows hedges or other plantings to obscure the view by traffic from the street, or fails to comply with any reasonable fire preventive requirements, the Association, the Declarant, or their agents and employees (the Association), shall have the right to enter upon such premises to correct any and all non compliant conditions. The Association will have the right to repair, rehabilitate and restore the exterior of any improvements situated thereon and/or clean or clear the lot of debris, or take any other steps necessary to remove litter and debris, or take any other steps necessary to meet reasonable fire preventive regulations. The Association, shall first give written notice to the owner of said lot of its intention to make such repairs or of its intention

PLAINTIFF 00127

to perform such clearing, maintenance or rehabilitation work. From the time of notice the owner of said lot will have thirty, (30) days in which to make necessary repairs, conduct maintenance, or clearing work, and to bring the lot into compliance with the standards required by the Chandelle Documents.

The right of the Association to enter upon such premises shall not constitute a trespass. Lot owners understand, and agree, that lot owners, their heirs and assigns relinquish any right to prevent the Association from exercising its right to enter upon such premises. If at the end of the thirty (30) day period the work to be performed has not been completed by the owner and accepted as sufficient for compliance by the Association, then the Association shall have the right, as set forth herein, to complete such actions to bring the lot into compliance with the Chandelle Documents.

Nothing herein contained shall be construed to grant to the Association any right to enter into or inside of any building located on any lot without the consent of the owner thereof. If the Association believes that entry is necessary to determine if a lot owner is in compliance with the Chandelle Documents, it will make a written request stating the reasons for entry. If the owner refuses to give consent for entry and the Association must obtain legal help to gain entry, the lot owner will be required to reimburse the Association for the cost of the legal help.

Any costs incurred by the Association, or its agents, in the enforcement and the completion of the performance of this paragraph, shall be charged against the owner of said lot, and a lien may be created on said lot until the Association has been paid in full for all costs incurred.

In addition to the right of the Association to take the above action to correct any failure of a lot owner to comply with this or any other requirement of the Chandelle Documents, it may suspend the voting privileges of the offending lot owner until all non compliant issues are corrected."

5.5 In the last sentence the following words, "left about" are deleted and replaced with the following words, "placed on the outside of"

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5.26 Add the following sentence at the end of the paragraph. "Holiday decorations are allowed from 30 days prior to and 15 days after each holiday."

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

ARTICLE 6

6.1 Change the fifth sentence to read as follows: "If the property owner shares in the ownership of an aircraft, the non-member annual assessment fee will be 50% of the current year's annual assessment fee."

6.4 The entire paragraph is deleted and replaced with the following paragraph. "No aircraft, vehicle of any kind or equipment of any kind, shall be parked on any part of the runway, taxiway or easements. All aircraft parked or left unattended over night within Lots shall be securely tied down. See Section 8.2 Access for exceptions to this paragraph.

6.5 The entire paragraph is deleted and replaced with the following paragraph. "The operation of running engines, for the purpose of maintenance testing of engines, within residential areas should be limited to between the hours of 8:00 am and 9:00 pm. In the event that maintenance running of engines occurs, it shall not be done in such a manner as to cause inconvenience or damage to the property of others or create a disturbance. Engine Run-ups for the purpose of accomplishing pre-take-off

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checks are approved at any time. However, if this type of run-up becomes an issue of disturbance, the Association will exercise its' authority to limit run-ups by persons who conduct these run-ups in a manner that creates a disturbance."

6.10 The entire paragraph is deleted and replaced with the following paragraph. "No commercial aircraft business shall be permitted on any Lot. Work done on non-owned aircraft is allowed as per Section 4.3 contained herein.

ARTICLE 7

7.5 The entire text in item c) is deleted and replaced with the following text. "who, in general, violates the Chandelle Private Aviation Estates Covenants, Conditions and Restrictions, the published rules and regulations of the Association, and without limitation, any of the governing Chandelle documents.

ARTICLE 8

8.2 The entire section is deleted and replaced with the following paragraphs. "Residents are hereby granted and conveyed a right of ingress and egress to the runway and to taxiway easements within the subdivision. Said easements are to be used for aircraft operated by the residents and their guests, (approved persons), for walking and for operating golf carts or similar vehicles as approved by the ACC, (approved vehicles) to and from the runway or within the subdivision.

Approved persons, who are walking, and golf carts and approved vehicles are allowed on the outside grass edge of the runway. Approved persons and approved vehicles are not allowed on the hard surface paved runway, except when crossing at a 90-degree angle.

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Parking of any type of ground vehicle or aircraft on the runway is prohibited. Exception: Persons in the process of conducting repairs or ongoing maintenance, with the prior approval of the ACC, the Declarant or the President or Vice President of the Association, will be allowed to operate vehicles and walk on the runway. Approved persons and approve vehicles must always be alert for aircraft and yield to all aircraft operations.

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

PROBATE

Witnesses

SIGNED AND SEALED IN THE PRESENCE OF:

Witness

SIGNED AND SEALED IN THE PRESENCE OF:

Witness

Chandelle Aviation Property Owners Association, Board of Directors:

BY: Billy J. Israel, Jr.

BY: Bruce R. Goldberg

PERSONALLY appeared before me the undersigned witness named and made oath that (s)he was present and saw the within named BOARD OF DIRECTORS, seal and as their act and deed deliver the within Amendments, and that with (s)he the other witness subscribed above, witnessed the execution above.

SWORN before me this
13 day of September, 2012

Notary Public of South Carolina
My Commission Expires: 11-16-15

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STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

AMENDMENT TO THE BY-LAWS OF CHANDELLE PROPERTY OWNERS ASSOCIATION

(Reference Original Bylaws in Deed Book 67A at Page 622)

THIS AMENDMENT TO THE BY-LAWS OF CHANDELLE PROPERTY OWNERS ASSOCIATION (the "***Amendment***") is made on the Execution Date (hereinafter defined) by the Board of Directors of the Chandelle Property Owners Association, a South Carolina non-profit corporation (the "***Board***" and the "***Association***" respectively).

WHEREAS, The BY-LAWS OF CHANDELLE SUBDIVISION, were recorded December 16, 1997 in the Office of the Register of Deeds for Spartanburg County in Deed Book 67-A at Page 622 by CSC, Developers, LLC, as further amended and supplemented; and

WHEREAS, Article XII, Section 12.1 of the By-Laws provides that the By-Laws may be amended by a majority vote of its Board of Directors; however, an amendment to Articles VI or XII shall require unanimous approval of all Directors.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Board of Directors of the Association does hereby unanimously declare that the By-Laws are amended as follows:

1. **Modify Article VI, Section 6.1 to establish the number of the Board of Directors to be five (5).**

2. All capitalized terms not defined herein shall have the meaning set forth in the Declaration or By-Laws.

3. If any term or condition of this Amendment conflicts with the terms or conditions of the Declaration or By-Laws, the terms and conditions of this Amendment shall control. Otherwise, the terms and conditions of the Declaration and or By-Laws shall remain in full force and effect.

{SIGNATURE PAGES TO FOLLOW}

AFTER RECORDING, PLEASE RETURN TO:
MCCABE, TROTTER & BEVERLY, PC
P.O. BOX 212069, COLUMBIA, SC 29221
MTB FILE NO.: 018771.00015

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IN WITNESS WHEREOF, the Association has by its duly authorized officers set their hands and seals this 11th day of October, 2020 (the "***Execution Date***"), and by doing so acknowledge and affirm that the amendment requirements of the By-Laws have been met.

WITNESSES:

(witness #1)

(witness #2)

Chandelle Property Owners Association, Inc.

By:

Print Name: GEORGE LYNN FLEMING

Its: DIRECTOR

STATE OF SOUTH CAROLINA)
COUNTY OF Spartanburg) ACKNOWLEDGEMENT

I, ~~George Lynn Fleming~~ Kerry R Steck, a Notary Public for the State of South Carolina, do hereby certify that **Chandelle Property Owners Association, Inc.**, by George Lynn Fleming, its Director personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Given under my hand and official seal this 11th day of October, 2020

Notary Public for South Carolina
My Commission Expires: March 21, 2026

K R STECK
Notary Public
South Carolina
My Comm. Expires March 21, 2026

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WITNESSES:

(witness #1)

(witness #2)

Chandelle Property Owners Association, Inc.

By: Bruce R. Goldberg

Print Name: Bruce R. Goldberg

Its: Vice President

STATE OF SOUTH CAROLINA)
)
COUNTY OF Spartanburg)

ACKNOWLEDGEMENT

I, Kerry R. Steck, a Notary Public for the State of South Carolina, do hereby certify that **Chandelle Property Owners Association, Inc.**, by Bruce R. Goldberg, its Vice President personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Given under my hand and official seal this 11th day of October, 2020.

Notary Public for South Carolina
My Commission Expires: March 21, 2026

K R STECK
Notary Public
South Carolina
My Comm. Expires March 21, 2026

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WITNESSES:

(witness #1)

(witness #2)

Chandelle Property Owners Association, Inc.

By: _____

Print Name: Cindy R. Goldberg

Its: Secty/Treas

STATE OF SOUTH CAROLINA)
)
COUNTY OF Spartanburg)

ACKNOWLEDGEMENT

I, Kerry R Steck, a Notary Public for the State of South Carolina, do hereby certify that **Chandelle Property Owners Association, Inc.**, by Cindy R. Goldberg, its Secretary/Treasurer personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Given under my hand and official seal this 11th day of October, 2020

_____
Notary Public for South Carolina
My Commission Expires: March 21, 2026

K R STECK
Notary Public
South Carolina
My Comm. Expires March 21, 2026

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WITNESSES:

(witness #1)

(witness #2)

Chandelle Property Owners Association, Inc.

By:

Print Name: Billy J. Israel, Jr.

Its: President / Director

STATE OF SOUTH CAROLINA)
)
COUNTY OF Spartanburg)

ACKNOWLEDGEMENT

I, Kerry R Steck, a Notary Public for the State of South Carolina, do hereby certify that **Chandelle Property Owners Association, Inc.**, by Billy J. Israel Jr, its President personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Given under my hand and official seal this 10th day of October, 2020.

Notary Public for South Carolina
My Commission Expires: March 21, 2026

K R STECK
Notary Public
South Carolina
My Comm. Expires March 21, 2026

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STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

AMENDMENT TO THE BY-LAWS OF CHANDELLE PROPERTY OWNERS ASSOCIATION

(Reference Original Bylaws in Deed Book 67A at Page 622)

THIS AMENDMENT TO THE BY-LAWS OF CHANDELLE PROPERTY OWNERS ASSOCIATION (the "***Amendment***") is made on the Execution Date (hereinafter defined) by the Board of Directors of the Chandelle Property Owners Association, a South Carolina non-profit corporation (the "***Association***").

WHEREAS, The BY-LAWS OF CHANDELLE PROPERTY OWNERS ASSOCIATION, were recorded December 16, 1997 in the Office of the Register of Deeds for Spartanburg County in Deed Book 67-A at Page 622 by CSC, Developers, LLC, as further amended and supplemented; and

WHEREAS, Article XII, Section 12.1 of the By-Laws provides that the By-Laws may be amended by a majority vote of its Board of Directors; however, an amendment to Articles VI and XII, or any portion of those Articles, shall require unanimous approval of all Directors; and

WHEREAS, the Board of Directors voted unanimously to amend the bylaws to allow for virtual meetings of members and to remove the requirement that Declarant be present to establish a quorum.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Board of Directors of the Association does hereby unanimously declare that the By-Laws are amended as follows:

1. **Modify Article V, Section 5.2 to insert at the end of the section: "A suitable place may include any place, either physical or virtual, that allows communication by which all members participating may hear each other simultaneously during the meeting."**

2. **Modify Article V, Section 5.7 to delete words "in person" and replace with "physically or virtually".**

3. **Modify Article V to delete Section 5.11 and replace with: "Except as otherwise provided in these By-Laws or in the Declaration, the presence, either physically or virtually or by alternate of the Voting Members representing one-third (1/3) of the votes in the Association shall constitute a quorum. Any provision in the Declaration concerning quorums is specifically incorporated herein."**

4. All capitalized terms not defined herein shall have the meaning set forth in the Declaration or By-Laws.

5. If any term or condition of this Amendment conflicts with the terms or conditions of the Declaration or By-Laws, the terms and conditions of this Amendment shall control. Otherwise, the terms and conditions of the Declaration and or By-Laws shall remain in full force and effect.

{SIGNATURE PAGES TO FOLLOW}

AFTER RECORDING, PLEASE RETURN TO:
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By my signature, I hereby vote to amend the bylaws in accordance with Article XII, Section 12.1.

Chandelle Property Owners Association, Inc.

Bruce Goldberg

Cindy Goldberg

Lynn Fleming

Billy Israel

IN WITNESS WHEREOF, the Association has by its duly authorized attorney-at-law set his hands and seal this 5th day of November, 2020 (the "***Execution Date***"), and by doing so acknowledge and affirm that the amendment requirements of the By-Laws have been met.

WITNESSES:

(witness #1) Monica R Mekithrick

(witness #2) Louise Jorgenson

Chandelle Property Owners Association, Inc.

By: D. Ryan McCabe, Jr.

D. Ryan McCabe, Jr.

Its: Attorney-at-Law
S.C. Bar 16977

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STATE OF SOUTH CAROLINA)
)
COUNTY OF Richland)

ACKNOWLEDGEMENT

I, Glenda Murphy, a Notary Public for the State of South Carolina, do hereby certify that **Chandelle Property Owners Association, Inc.**, by D. Ryan McCabe, Jr., its Attorney-at-Law personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Given under my hand and official seal this 5 day of November, 2020.

GLENDA MURPHY NOTARY PUBLIC Exp. March 29, 2027 SOUTH CAROLINA

Glenda Murphy
Notary Public for South Carolina
My Commission Expires: 03-29-2020

EXHIBIT B

PRIVATE AVIATION ESTATES

COVENANTS

Conditions & Restrictions

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Covenants Updates:

Original Covenants recorded Deed Book 67-A at page 583, December 15, 1997.

✓ **1st Revision** recorded Deed Book 72-G at page 843, July 10, 2000.

✓ **2nd Revision** recorded Deed Book 81-Y at page 823, December 28, 2004.

3rd Revision recorded Deed Book 85 -P at page 96, April 18, 2006.

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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

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

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

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

NOW, THEREFORE, Declarant, by this DECLARATION of Covenants, Conditions and Restrictions, does hereby declare that all the property described herein and shown as lots 1 through 26 on the Chandelle Subdivision Section 1 plat dated September 24, 1997 by Huskey & Huskey, Inc. for Spartanburg County, South Carolina as they are recorded, Chandelle Section 1-A plat recorded September 1, 1998 in Plat Book 142 page 376, Lot 39 Section 3a recorded September 26, 2002 in Plat Book 153 page 097, Lot 39a and Lots 40 through 47 on Chandelle Section 3 plat recorded November 5, 2004 in Plat Book 156 page 982, Lot 33 and Lot 37 Section 4 plat recorded November 1, 2005 in Plat Book 158 page 840, Lot 27 and Lot 28 Section 7 plat recorded December 6, 2005 in Plat Book 159 page 9 is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration which shall run with the real property and be binding on all parties owning any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Revision #3

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Declaration of Covenants, Conditions, and Restrictions

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ARTICLE I
Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 1.17 Licensor shall mean and refer to Chandelle Airport Corporation, LLC, a South Carolina Limited Liability Company, which owns the runway and will issue licenses for the use of said runway.

Section 1.18 Lot. shall mean and refer to any plot of land within the Chandelle properties whether or not improvements are constructed thereon, which constitutes or will constitute a single family dwelling. The ownership of each Lot shall include all the rights, title, and interest of an Owner in the Common Property, which shall include without limitation, membership in the Association.

Section 1.19 Maintenance Fund shall mean and refer to the fund created by assessments and fees levied pursuant to Article XI below to provide the Association with the funds required to carry out its duties under this Declaration.

Section 1.20 Member shall mean and refer to any person or entity holding membership in the Association.

Section 1.21 Mortgage shall mean and refer to any mortgage, deed to secure debt, deed of trust, and any and all similar instruments used for the purpose of encumbering real property in this Development as security for the payment or satisfaction of an obligation.

Section 1.22 Mortgagee shall mean and refer to a holder of a mortgage.

Section 1.23 Owner shall mean and refer to the record owner, whether one or more persons,

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of the fee simple title to a Lot located within the Development, and entitled to one vote per Lot as a member of the Chandelle Property Owners Association, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.24 Plat shall mean and refer to any plat (or as-built survey) depicting the Property filed in the R.M.C. office for the County of Spartanburg, State of South Carolina, as such Plat may be amended from time to time.

Section 1.25 Property shall mean and refer to the Property initially subject to this Declaration and any additional Real Property from time to time subject to these Covenants pursuant to the provisions of this Declaration.

Section 1.26 Recreational Facilities shall mean and refer to the recreational facilities or amenities owned by Declarant and located within the Property from time to time.

Section 1.27 Runway shall mean that property located at the center of the subdivision used for the purpose of aircraft takeoffs and landings.

Section 1.28. Taxiway. shall mean and refer to those right-of-ways radiating from the runway or otherwise as shown on the Plat for the purpose of providing access for aircraft to and from the runway.

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ARTICLE II
The Association

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

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

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

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

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

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

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

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

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

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

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ARTICLE III
Architectural Control Committee

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

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

The Architectural Control Committee shall:

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

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

3.3). inspect for compliance with these quidelines.

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

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

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

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ARTICLE IV
Architectural Guidelines and Rules

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

* only family members may occupy A LOT as a Principle Residence AT ANY ONE TIME

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

Section 4.3. Commercial Businesses Prohibited. No commercial business of any type shall be permitted; however, nothing herein contained shall be construed as preventing the Declarant from erecting and maintaining facilities of a commercial, recreational or community nature or facilities incident to the use of the runway, taxiway and easements. This should exclude any home office; but you cannot have a home office that would increase air or street traffic. Also, this should not exclude work done on non-owned aircraft so long as such work is done inside a hangar and the completed aircraft conforms with all requirements as set forth in these covenants. No one, other than the Declarant, can allow the use of the airport or runway for commercial activity or for self-enterprise.

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

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

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

✓ **Section 4.7. Location.** In order to assure that all structures will be located with regard to the topography of each individual Lot, taking into consideration the elevation contours of the Lot, the location of adjoining dwellings, and similar considerations, the Declarant or the ACC reserves unto itself, its successors and assigns, the right to decide the site and location of any structure, improvements, and utilities upon all Lots and every Lot within the Development; provided, however, that such location shall be determined only after reasonable opportunity is afforded the Owner to recommend a specific site, and in any event ~~all buildings (including eaves, decks, patios and steps) shall be constructed beyond the minimum setback lines.~~ ✓ NO BUILDING (INCLUDING DECK, PATIO AND STEPS) SHALL BE CONSTRUCTED WITHIN THE SET BACK LINES, AS DESIGNATED IN

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

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

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

4.7 - SECTION 5.1"

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

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

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

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

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

Section 4.15. Hangar Specifications. Each Lot adjoining the taxiway right-of-way may have a hangar for the storage of private aircraft. ~~Such hangar if constructed~~, must be compatible with the adjoining dwelling unit and will be subject to ACC approval and architectural controls. No hangar shall be erected within the front yard (closer to the street than the front of the dwelling) on any Lot, and only within the rear or side yards unless approved by the ACC. No hangar shall be erected nearer than 10 feet from side Lot lines nor nearer than 35 feet from Lot lines facing interior taxiways.

ANY FREE STANDING HANGER

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Hangars built facing the runway must be at least 100 feet from the lot line adjoining the runway and all hangars must confrom with Section 8.1. All hangars erected, constructed or maintained upon any lot shall be fully enclosed permanent structures and shall not exceed 3600 interior square feet, which size shall include any space allocated for workshop, restroom facilities, storage area or any other purpose. A hangar may be built before the dwelling house only when permitted in writing by the Architectural Control Committee but* ~~substantial completion of the dwelling house insofar as the exterior finish is concerned must be accomplished~~ within 12 months from date of issuance of building permits for hangar structure. Any change from the above specifications will require written permission of the ACC.

* THE FOUNDATION AND FRAMING OF THE DWELLING MUST BE STARTED

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ARTICLE V
Restrictions and Covenants

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

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

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

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

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

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

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

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

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

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

Section 5.10. Children. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Development and including full compliance by them with this rule and with all other rules and regulations of the Association. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing any recreational facility.

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

Section 5.12. Noise. No Owner shall make or permit any disturbing noises on their Lot by himself or his family, servants, employees, agents, or visitors, nor permit any conduct by such persons that will interfere with the rights, comforts or convenience of other Owners. There shall be no discharging of firearms on the premises.

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

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Section 5.14: Dwelling Attachments. No awning, canopy, shutter, enclosure, satellite dish or other projection shall be attached to or placed upon the outside wall or roof of any structure or on the Lot, except by the approval of the Architectural Control Committee.

✓ **Section 5.15. Vehicles and Parking**. Each home shall include an enclosed garage, either attached or freestanding, large enough to accept at least two standard automobiles. The garage must be completed prior to occupancy of the dwelling unless allowed by the ACC. Carports are prohibited. No owners vehicles shall be parked on any street. No boat, travel trailer, recreational vehicle ~~(except~~ motor home), or commercial ~~truck~~, may be ~~stored overnight on any~~ Lot unless the same be within an enclosed ~~garage~~. Furthermore, no wrecked or junked motor vehicles or non-functional vehicles shall be placed upon the premises, and no commercial vehicles shall be parked overnight in the subdivision without the prior written consent of the ACC. No motor vehicle or aircraft of any kind shall at any time be parked or tied down on any of the taxiways, overruns, roadways or rights-of-way, except as permitted by the ACC in writing.

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

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

Section 5.18. Signs. No signs of any character shall be erected, pasted, posted, or displayed upon or about any Lot or part of any Lot, or common Area, without the written permission of the ACC. The ACC shall have the right in its sole discretion to prohibit or to restrict and control the size, construction material, wording, location and height of all signs and may summarily remove and destroy all unauthorized signs. Declarant and Lot owners, however, may post temporary "For Sale" or "For Rent" signs on the Properties and these signs must be approved before being put on any Lot. No sign shall be attached to any tree or shrubbery. All signs must be professionally lettered, and may not contain the price of the house or lot. Furthermore, signs used by a builder during construction or informational signs by the Declarant shall be allowed.

Section 5.19. Clothes Lines. No clothing, laundry, or wash shall be aired or dried on any portion of the Lots in an area with a substantial exposure to view from any other Lot or street.

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Drying areas will be permitted only in locations approved by the Architectural Control Committee and only when substantially protected from view by screening or fencing approved by the Architectural Control Committee.

✓**Section 5.20. Flag Poles**: Flag Poles are permitted, provided the pole is not more than 25 feet in height, unless otherwise approved by the Architectural Control Committee.

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

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

✓**Section 5.23. Window Units**: Window air-conditioning units are approved for outbuildings or hangars.

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

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

✓**Section 5.26. Artificial Vegetation, Exterior Sculpture, Exterior Statuary ,Etc.** No artificial vegetation or plastic animal decorations, such as pink flamingos, etc., shall be permitted on the exterior of any property.

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

Section 5.28. Trees. Trees having a diameter of four inches or more (measured four feet from ground level) may not be removed without the prior approval of the Architectural Control Committee.

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

✓**Section 5.30. Access.** There shall be no overland vehicular access to any Lot except from designated roads and taxi-ways lying within the Common Areas. The Declarant, its agents or

employees shall have access to each Lot from time to time during reasonable working hours, upon oral or written notice to the Owner, as may be necessary for the maintance, repair or replacement of any portion of the Common Areas, or facilities situated upon such Lot which serve another Owner's Lot.

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

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

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

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ARTICLE VI
Aircraft & Hangar Restrictions, and Parking

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

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

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

Section 6.4. **Unattended Aircraft.** No aircraft shall be parked on any part of the runway, taxi-way or easements and all aircraft parked or left for any period of time unattended within Lots shall be securely tied down.

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

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

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

Section 6.8. **Speed Limits.** Aircraft shall taxi at less than 15 miles per hour on all taxiways.

Pilots are cautioned to avoid increasing engine RPM to high levels as part of our noise abatement program and to avoid blowing sand and dirt on following aircraft and in residential areas.

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

Section 6.10. **Commercial Business.** No commercial aircraft business shall be permitted on a Lot. This should not exclude work done on non-owned aircraft so long as such work is done inside a hangar and the completed aircraft conforms with all requirements as set forth in these covenants.

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

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ARTICLE VII
Runway Assurances and Operations

Section 7.1. Continued Operation. Inasmuch as Chandelle subdivision is developed for individuals involved in the sport and hobby of aviation, every purchaser, lessee or grantee of any property now or hereafter subject to this declaration, by acceptance of a deed, lease or other conveyance thereof, thereby agrees that, the runway and taxiway shall remain and be maintained as such until such time as 80% of the Lot owners and the Declarant consent to its dissolution or its operation is interrupted or terminated by local, state or federal authorities. The Declarant warrants that the runway in existence on the property as of this date will continue to be operated as such.

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

Section 7.3. Control of Runway. The Licensor shall have the right to control the use of the runway and taxiway and may prohibit the use of the runway or taxiway by any aircraft:

a) deemed unsafe to either the life or health of individuals; or
b) that would cause damage to the runway by virtue of its size, design or state of repair.

Section 7.4. Control of Airport Grounds and Operation. The Declarant or the Licensor shall have the right to make rules and regulations relative to the easements, taxiway, runway, air traffic patterns around the airport, grounds and related facilities, affecting the use of said premises, and all lot owners agree to comply with said rules and regulations.

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

a) who is in default in the payment of any assessment fee; or
b) who, in the judgement of the Declarant or the Owners Association, uses the Common Areas or his aircraft in a negligent manner or in a manner harmful to the rights of other users; or
c) who, in general, violates the published rules and regulations of the Association.

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

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ARTICLE VIII
Easements and Setbacks

Section 8.1. Setback Requirements. No house or building may be constructed within 75 feet of the centerline of any designated street, within thirty-five feet of the centerline of all 50 foot wide taxi easements, and within 100 feet of the ~~runway boundary~~ LOT LINE. In addition, the building set back for side and rear lot lines for homes is 15 feet and 10 feet for all other buildings. ~~A 75 foot~~ clear zone easement is established on all lot that touch the runway where no aircraft may be parked and no trees, plants or other obstacles are allowed above ~~ground level~~. A 5-foot easement is reserved for underground utility and or/drainage purposes along all sides of any lot and along any side that adjoins any designated street. The established setbacks may be varied by the ACC following prescribed methods. 30'

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

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

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

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ARTICLE IX
Insurance

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

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

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

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

PLAINTIFF 01239

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ARTICLE X
Right of First Refusal

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

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

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

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

PLAINTIFF 01240

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ARTICLE XI
Maintenance Assessments

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11.4. Calculation and Apportionment of Annual Assessments. Beginning January 1, 1999, the Board of Directors shall prepare a budget by April 15 of each year estimating its net cash flow requirements for the next year and an estimate of the assessments to be charged each Owner, and the Board shall distribute the proposed budget to the Owners. On or before April 30 of each year, the Board shall approve the budget in final form and shall determine, levy and assess the Association's annual assessments for the approaching year. Each budget shall include funds for establishing and maintaining reserves for periodic repairs, replacement and maintenance of any improvements on the open space and Common Area which must be replaced on a periodic basis, and for taxes, capital improvements, deficiencies for the prior years maintenance fund and other purposes, and shall include any expected income and surpluses from the prior year's fund.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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ARTICLE XII
Duration and Amendments

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

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

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

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

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

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

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

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ARTICLE XIII
Enforcement of Covenants

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

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

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

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

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

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

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

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

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

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

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ARTICLE XIV
Principles of Interpretation

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

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

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

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

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

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

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

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

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

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

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

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ARTICLE XV
Condemnation

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

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

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

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

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ARTICLE XVI
Expansion

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

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

BY-LAWS
Chandelle Property Owners Association

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BY-LAWS
Chandelle Property Owners Association

ARTICLE I
Name and Location

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

ARTICLE II
Purpose

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

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

ARTICLE III
Definitions

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

ARTICLE IV
Membership and Voting

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

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

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

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

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

ARTICLE V
Meetings

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI
Board of Directors

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

NAME	ADDRESS
John R. Stewart	235 Chandelle Ridge Dr. , Woodruff, SC 29388
Doug Cobb	1735 Reidville Rd. Suite 9319, Spartanburg, SC 29301

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII
Meetings of Directors

Section 7.1 Regular Meetings. Regular meetings of the Board of Directors shall be held at least quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the board. Should the meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. At all meetings of the Board, the President or in his absence, the chairman chosen by the Directors present, shall preside.

Section 7.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two Directors, after not less than three (3) days notice to each Director.

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Section 7.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board.

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

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

ARTICLE VIII
Powers and Duties of Board of Directors

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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(i) The alleged violation;

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

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

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

(i) The nature of the alleged violation;

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

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

(iv) The proposed sanction to be imposed.

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

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

ARTICLE IX
Officers and Their Duties

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

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

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

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Section 9.4 Special Appointments. The Board may appoint such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may from time to time determine.

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

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

Section 9.7 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the remaining offices except in the case of special offices created pursuant to Section 9.4 above.

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

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

(b) **Vice President**. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

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

(d) **Treasurer**. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and the financial statements provided for by Section 8.4 above; and deliver or make copies available of each to the Members.

ARTICLE X
Committees

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

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the Board of Directors.

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

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

ARTICLE XI
Indemnification

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

ARTICLE XII
Amendments

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

ARTICLE XIII
Miscellaneous

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

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

EXHIBIT C

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PRIVATE AVIATION ESTATES

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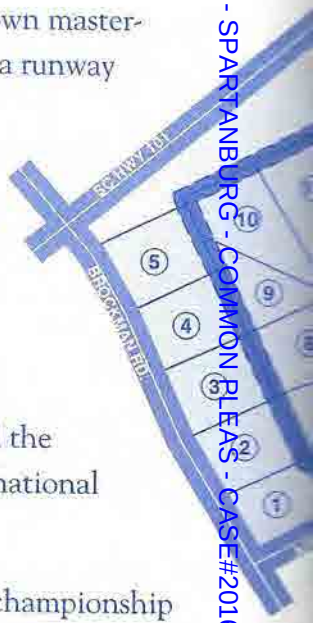
Chandelle

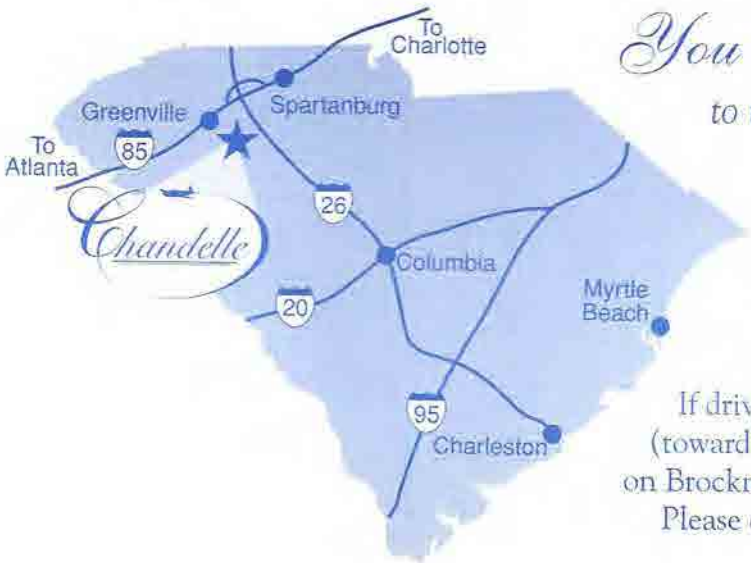
A place you will love to call home, ***Chandelle*** conveys the promise of your own master-planned private aviation estate. Take a moment to imagine the ultimate convenience of a runway waiting just outside your home and hangar.



Providing aviation enthusiasts and their families the unique lifestyle and freedom of a fly-in community, Chandelle is ideally situated between Atlanta and Charlotte. Without sacrificing the joys of a peaceful and friendly lifestyle, Chandelle homeowners have all the advantages of living midway between the cities of Greenville and Spartanburg.

Chandelle combines the comforts of home with the luxury of easy travel: a short drive to the major interstate highways of I-85 and I-26 affords speedy access to stunning lakes and the beautiful Blue Ridge Mountains. Just a few miles away, the Greenville-Spartanburg International Airport (GSP), offers nonstop service to many major cities.

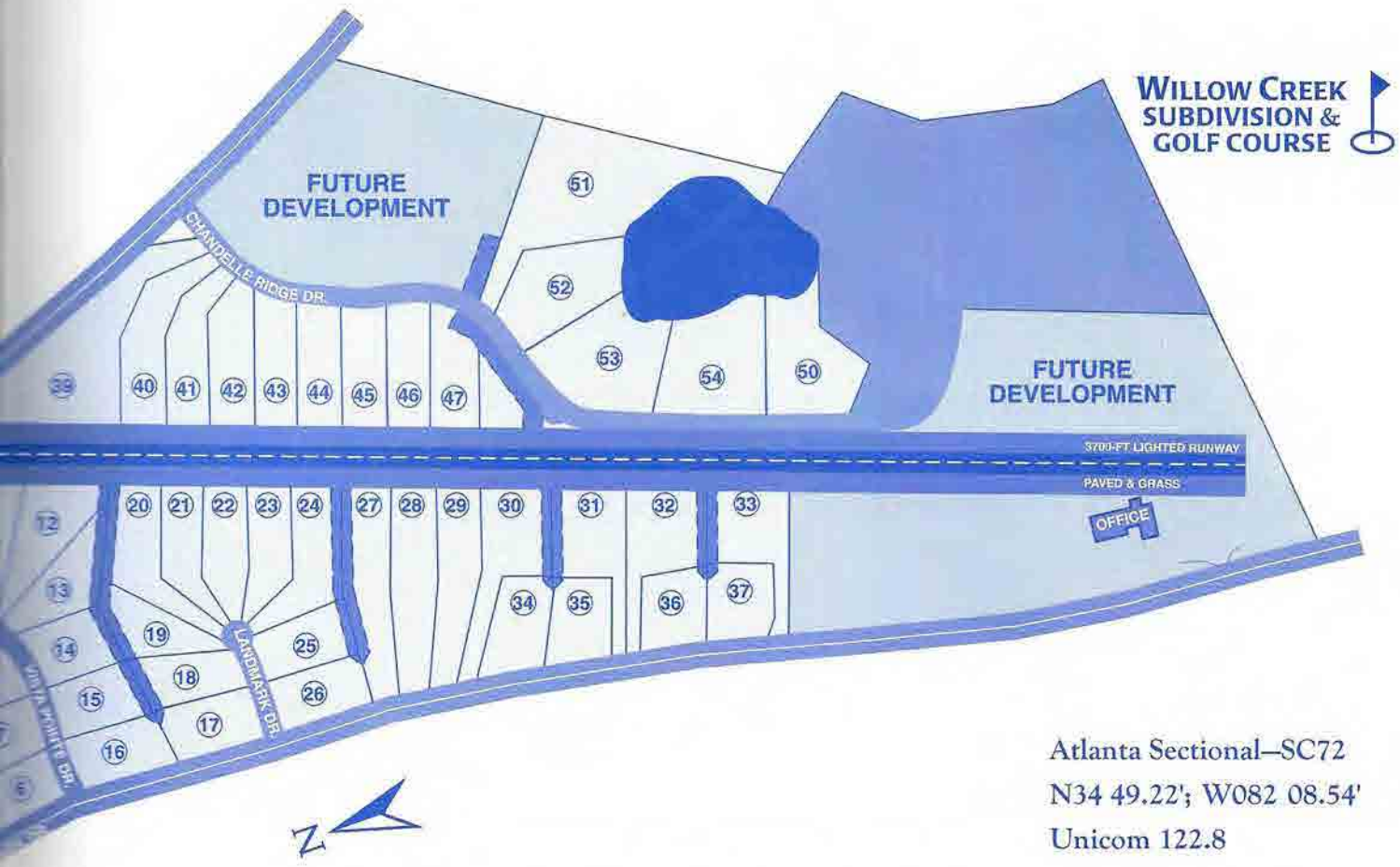
Adjacent to Chandelle is a well-established golf course community, boasting an 18-hole championship course. Chandelle families are served by a highly rated school district, and can enjoy world-class cultural and sporting events throughout the region. As the Chandelle development takes flight, an Architectural Control Committee will ensure that all property is developed harmoniously, and in a way that complements the natural beauty of each homesite.



You Are Cordially Invited
to tour the Chandelle development.

400 Air Park Drive
Greer, South Carolina 29651

If driving from I-85, take exit 60 to Hwy. 101 (toward Woodruff), drive 4.5 miles and turn right on Brockman Road, then turn left on Air Park Drive. Please call 864-877-2126 to schedule your visit.



Atlanta Sectional–SC72
N34 49.22'; W082 08.54'
Unicom 122.8

The Chandelle developers have transformed a gently rolling apple orchard into spacious homesites designed with direct access to the 3,700-ft. runway as a priority.

Perhaps you've already spotted the Chandelle development from the air—
or maybe there's always been a place just like this in your dreams.
Either way, we hope you'll allow us to give you a closer look.

Come See Chandelle, Where the Good Life Really Takes Off.

Home design by Yarosh Associates • Mashpee, MA

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Chandelle

Overview

LOCATION

- Only six miles southeast of Greenville-Spartanburg International
- Convenient to the largest cities in the Upstate Greenville and Spartanburg
- Willow Creek Golf Club and Community adjacent – public course, swimming and tennis
- Highly Rated School District (4)
- Easy Highway Access to major interstates

DEVELOPMENT

- 1-1.8 Acre Lots – prices starting in the $50's
- Underground Utilities
- Homeowner Association

RUNWAY

- 3700-Ft. Paved and Lighted, with Parallel Grass Runway and Taxiway
- Taxi Easement provided to Lots
- Existing Runway is FAA Registered and Charted
- Continued Operation assured in future
- Unicom 122.8 - Designator SC72 - N34 - 49.22 - W082 - 08.54

AIRCRAFT & HANGAR

- Private use only
- Aircraft Size Restrictions,
- Architectural Control Committee Approval of Hangars (i.e., must be enclosed, conform to appearance of home, etc.)

RESTRICTIONS

- All plans for homes, hangars, and landscaping reviewed by Architectural Control Committee
- Recorded Restrictions ensure control of maintenance issues, noise, fences, signs, lighting, etc.

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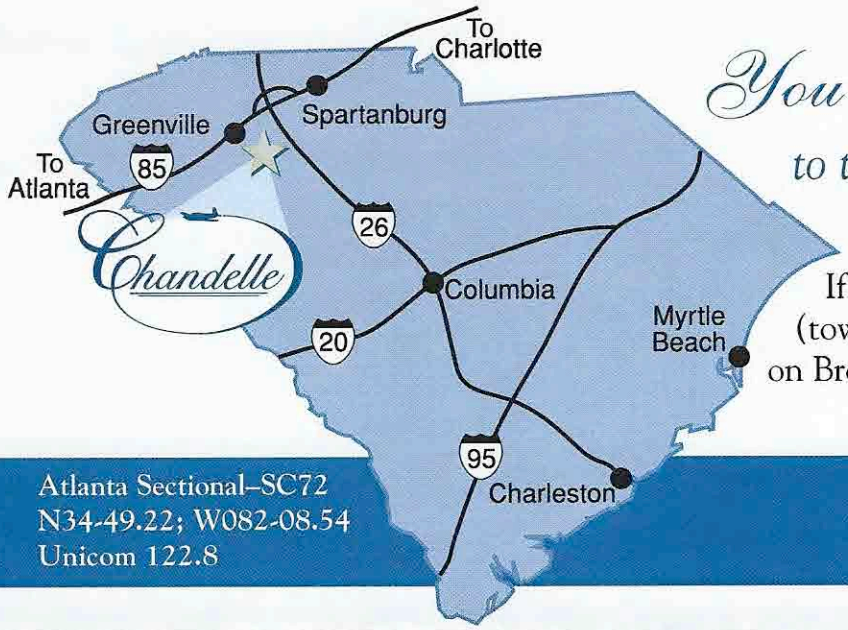
HIGHLIGHTS OF THE COVENANTS

The Owners/Developers of Chandelle have written a set of Covenants, Conditions and Restrictions that will ensure the harmony and appearance of the development. Specifically, the CCR's, which apply to Chandelle, include the following:

- ***The Owners have guaranteed continued operation of the 3700 foot runway to Homeowners living in Chandelle***
- ***Lots for single-family residential purposes only. Homes are to be site-built, with no mobile or manufactured homes allowed.***
- ***Minimum home size must be 2,500 square feet of heated area.***
- ***An Architectural Control Committee will review the appearance and materials of each home, hangar, and other buildings on the property to ensure that they conform to these covenants and that the entire development will fulfill the goals of the residents.***
- ***An annual assessment will cover maintenance and operation of the runway and common areas. This assessment will be used to cover landscaping, mowing, streetlights and other common expenses based on actual costs and will be adjusted annually to reflect changing needs.***
- ***Specific sections of the Covenants address subjects that will affect the enjoyment of living in Chandelle, such as pets, noise, vehicles and parking, fences and hedges, signs, poles and antennas, swimming pools, tree removal and more.***
- ***The Homeowners Association will obtain property insurance to cover the runway, taxiways and other common areas. Owners will be required to have liability insurance for all aircraft operating on Chandelle Property.***
- ***Aviation-related concerns such as hangar use, outside tie-downs, taxi speeds, aircraft repair, as well as other concerns, are detailed in Article VI of the CCR's.***
- ***A complete copy of the Covenants, Conditions and Restrictions for Chandelle as well as the bylaws for the Chandelle Property Owners Association are available to provide additional details to the synopsis given above.***



You Are Cordially Invited

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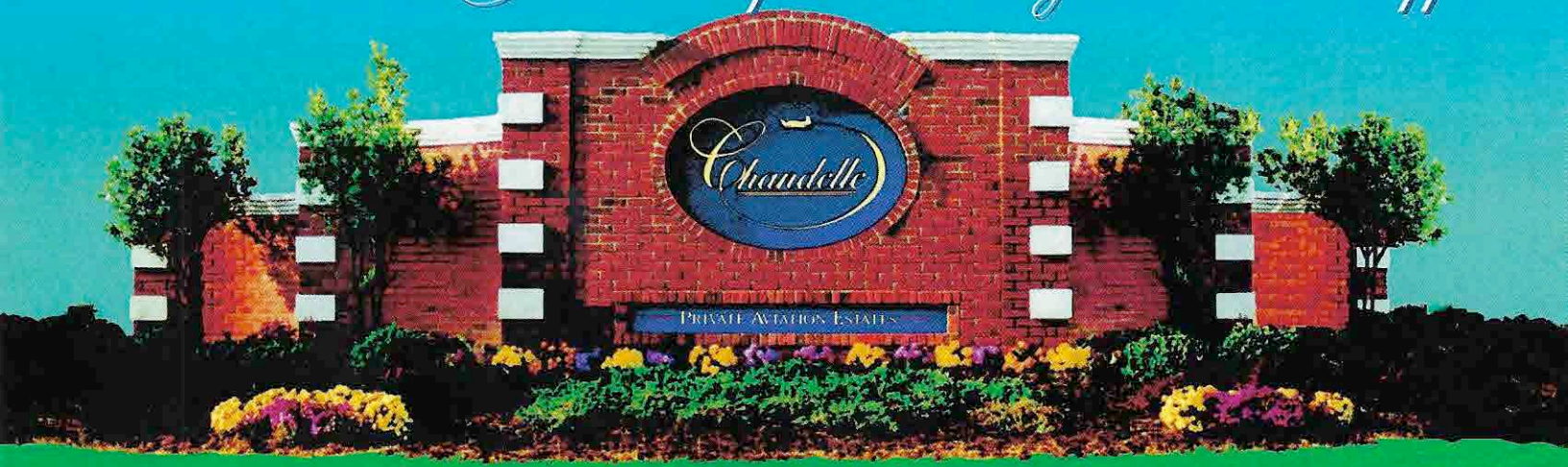
N34-49.22; W082-08.54
Unicom 122.8

Chandelle

PRIVATE AVIATION ESTATES

400 Air Park Drive
Greer, South Carolina 29651
864-877-2126
Fax 864-877-2158
email: mberry@carol.net
www.chandellesc.com

Where the Good Life Really Takes Off!



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What a Concept!

You know, aviation enthusiasts are constantly trying to fit more flying into their lives. But why not simply fit their *lifestyles* around flying? ***Chandelle Private Aviation Estates*** enables pilots and their families to do just that, at no sacrifice to luxurious living! Check out the amenities of this unique fly-in community!

Chandelle's "Preflight Checklist"

☑ Location — *Outstanding!*

Nestled in the rolling countryside with views of the Blue Ridge Mountains. In the heart of cosmopolitan upstate South Carolina. Convenient to Greenville-Spartanburg International Airport, shopping malls, quality restaurants, and countless entertainment choices.

☑ Region — *Excellent!*

Upstate South Carolina, nationally recognized for its overall quality of life, top-notch medical facilities and educational institutions, exciting sports franchises and vibrant cultural venues.

☑ Neighbors — *Great!*

Camaraderie among aviation enthusiasts living here a plus! Adjacent to a well-established Golf Course Community, boasting tasteful residences and an 18-hole championship course, swimming pool and tennis courts.

☑ Aviation Amenities — *Present!*

Impressive 3700-ft. Paved/Lighted runway and a parallel Turf Runway/Taxiway. All lots located on the runway or have runway access. Class C Airspace with complete instrument approach control radar at GSP Airport only 6 miles away.

☑ Climate — *Ideal!*

A temperate, four-season climate allowing year-round recreational options amid beautiful mountains, lakes and streams with an average summer high of 86° and a winter low of 33°. Average annual rainfall: 50 inches.

☑ Development — *Controlled!*

Spacious luxury homes in a master-planned community. Architectural Control Committee oversees building in accordance with *Covenants, Conditions and Restrictions*.

A Place You Will Love to Call Home!

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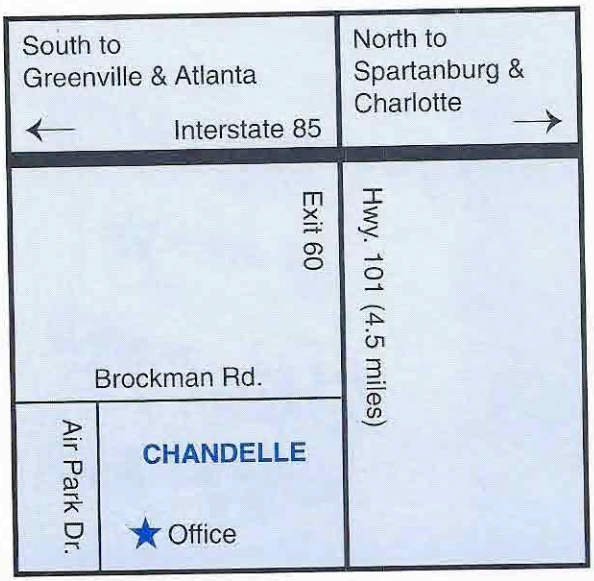

You Are Cordially Invited

to tour the Chandelle development.

If driving from I-85, take exit 60 to Hwy. 101 (toward Woodruff), drive 4.5 miles and turn right on Brockman Road, then turn left on Air Park Drive. Please call to schedule your visit.

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Chandelle's "Preflight Checklist"

☑ Location — *Outstanding!*

Nestled in scenic, rolling countryside with views of the Blue Ridge Mountains. In the heart of South Carolina's thriving Upstate, yet far from suburban sprawl. Only a few minutes' drive time from Interstate 85 and the Greenville-Spartanburg International Airport.

☑ Region — *Excellent!*

Upstate South Carolina, nationally recognized for its overall quality of life, top-notch medical facilities and educational institutions, exciting sports franchises and vibrant cultural communities. *Greenville/Spartanburg ranked by Money Magazine as one of the "300 Best Places to Live."*

☑ Neighbors — *Great!*

A well-established Golf Course Community, boasting tasteful residences, an 18-hole championship public course, an Olympic junior-size swimming pool and tennis courts.

☑ Aviation Amenities — *Present!*

Paved/Turf parallel runways (3700 x 50 ft.). All lots adjacent to runway or taxiways. Only six miles from Greenville-Spartanburg International Airport, with complete air traffic control and maintenance facilities.

☑ Climate — *Ideal!*

A temperate, four-season climate allowing year-round recreational options amid beautiful mountains, lakes and streams.

☑ Development — *Controlled!*

Spacious luxury homes in a master-planned community. Architectural Control Committee oversees building in accord with *Covenants, Conditions and Restrictions.*

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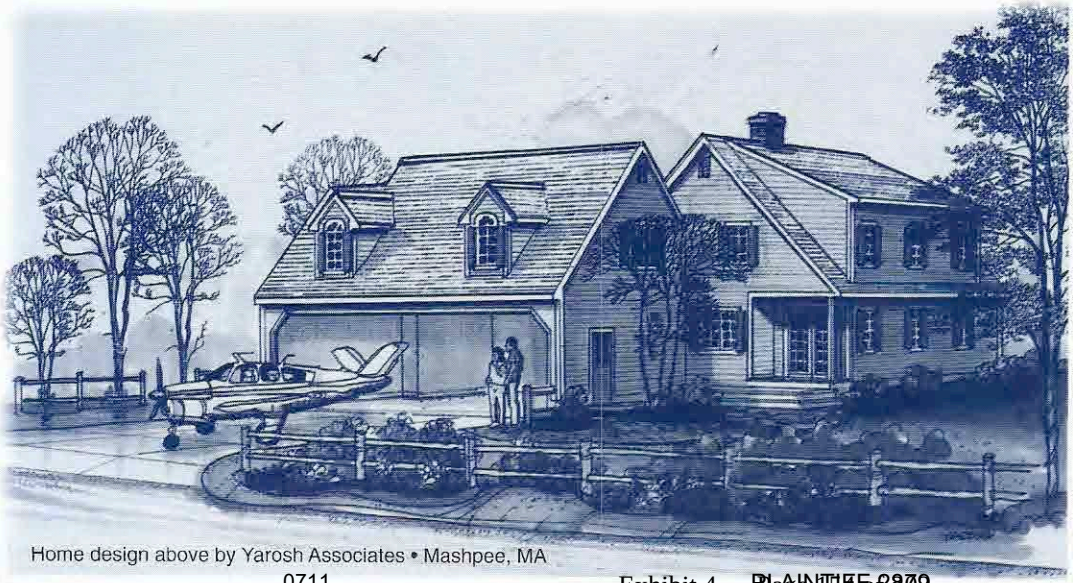

Home design above by Yarosh Associates • Mashpee, MA

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Chandelle Private Aviation - Greer, SC - Real Estate Agent in Greer, South Carolina
Covenants

Covenants

The Owners/Developers of Chandelle have written a set of Covenants, Conditions and Restrictions that will ensure the harmony and appearance of the development. Some of the highlights are as follows:

- The Owners have guaranteed continued use of the 3700 foot runway to Homeowners living in Chandelle
- Lots for single-family residential purposes only. Homes are to be site-built, with no mobile or manufactured homes allowed.
- Minimum home size must be 2,500 square feet of heated area.
- An Architectural Control Committee will review the appearance and materials of each home, hangar, and other buildings on the property to ensure that they conform to these covenants and that the entire development will fulfill the goals of the residents.
- An annual assessment will cover maintenance and operation of the runway and common areas. This assessment will be used to cover landscaping, mowing, streetlights and other common expenses based on actual costs and will be adjusted annually to reflect changing needs.
- Specific sections of the Covenants address subjects that will affect the enjoyment of living in Chandelle, such as pets, noise, vehicles and parking, fences and hedges, signs, poles and antennas, swimming pools, tree removal and more.
- The Homeowners Association will obtain property insurance to cover the runway, taxiways and other common areas. Owners will be required to have liability insurance for all aircraft operating on Chandelle Property.
- Aviation-related concerns such as hangar use, outside tie-downs, taxi speeds, aircraft repair, as well as other concerns, are detailed in Article VI of the CCR's.
- A complete copy of the Covenants, Conditions and Restrictions for Chandelle as well as the bylaws for the Chandelle Property Owners Association are available to provide additional details to the synopsis given above.

Chandelle Private Aviation Estates
400 Air Park Drive
Greer, SC 29651-7443
864-230-1273
Email Agent

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Lots

Hover over any lot for popup information.

Proposed Lots
Available Lots
Sold Lots

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Last updated on August 3, 2012

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