

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

INDENTURE DEED

INDENTURE made the day hereinbelow stated, by and between SPRINGWOOD LAKE COMPANY, INC., hereinafter called the Grantor, which expression shall include its successors and assigns, where the context so requires or admits, of the one part, and SPRINGWOOD LAKESIDE INDIVIDUAL PROPERTY OWNERS ASSOCIATION, INC., a South Carolina non-profit corporation, hereinafter called the Grantee, which expression shall include its successors and assigns, where the context so requires or admits, of the other part; and in this Agreement the singular shall include the plural and any gender shall include all genders.

W I T N E S S E T H:

WHEREAS, Springwood Lake was formed by the construction of a dam and the flooding of certain property located in Richland County, South Carolina; and

WHEREAS, Springwood Lake Company, Inc. was organized for the sole purpose of owning, maintaining, and controlling said lake for the benefit of the surrounding property owners; and

WHEREAS, the property on which the dam, spillway, and lake are located was conveyed to Springwood Lake Company, Inc. subject to certain covenants, conditions, and restrictions contained in the indenture deeds referred to hereinafter; and

WHEREAS, on March 5, 1982, Springwood Lake Company, Inc., as the owner of said lake was ordered by the South Carolina Land Resources Conservation Commission to enlarge the spillway or to remove the dam; and

WHEREAS, an action was thereafter brought in the Richland County Court of Common Pleas denominated as "State of South Carolina, Petitioner, Ex. Rel.: George D. Ballentine, Director, Dams and Reservoirs Safety Program, Relator, vs.

Springwood Lake Company, Inc., Respondent", Case No.: 82-CP-40-4409, for the purpose of obtaining an Order requiring Springwood Lake Company, Inc. to comply with the aforesaid Order of the South Carolina Land Resources Conservation Commission; and

WHEREAS, an action was brought by several owners of property adjacent to Springwood Lake in the Richland County Court of Common Pleas denominated as "Otis E. Sims, et al., Petitioners, vs. Springwood Lake Company, Inc., Joseph Keels, and Edwin H. Cooper, Trustee, Respondents", Case No.: 83-CP-40-0897, for the purpose of determining the rights and responsibilities of said parties with regard to the maintenance of Springwood Lake; and

WHEREAS, the various parties desire to transfer ownership, responsibility, maintenance, and control of Springwood Lake, the dam and spillway to Springwood Lakeside Individual Property Owners Association, Inc., an association formed for that purpose and consisting of the individual residential lakeside owners of property adjacent to Springwood Lake; and

WHEREAS, it is not the intention of the parties to extend lake privileges to any additional persons, but only to preserve and protect the lake privileges of the parties to whom they were originally granted in the development of the Springwood subdivision,

NOW, THEREFORE, for and in consideration of the covenants and conditions hereinafter contained, and the sum of Five and 00/100 (\$5.00) Dollars only, paid to the Grantor by the said Grantee, the said Grantor has granted, bargained, sold and released, and by these presents, grants, bargains, sells and releases unto the said

SPRINGWOOD LAKESIDE INDIVIDUAL PROPERTY OWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS:

ALL those certain pieces, parcels and tracts of land, situate, lying and being in Richland County, South Carolina, near the City of Columbia, containing approximately 38 acres, more or less, and shown as Tracts 1, 2, 3, 4, 5, 7, and 8 on a plat of Springwood Lake prepared by Joseph Keels, Engineer and Surveyor, dated June 20, 1957, and recorded in the Office of the Clerk of Court for Richland County in Plat Book 11 at Page 93, being the

property of the grantor which lies within the borders of Springwood Lake, together with the property of the grantor which is included in the dam and spillway.

ALSO:

A right-of-way or easement in, over and upon that certain strip of land being along the northeastern boundary of the tract of land containing 5.9 Acres conveyed to J. G. Rideoutte by said grantor, beginning ten (10') feet inside the northeast boundary marker in the run of Jackson Creek and running therefrom parallel with property line of J. G. Rideoutte S 67° 00' for a distance of One Hundred (100') feet; thence in a tapering line to the iron which is 195 feet from the northeastern marker in the run of Jackson Creek, which right-of-way and easement was granted to the grantor herein by J. G. Rideoutte by instrument dated January 29, 1958.

GRANTEE'S ADDRESS: *40 BEAT T. RICHMOND*
9812 EDGEWATER DR. COLUMBIA, SC 29204
 DERIVATION: This being the same property previously conveyed to the grantor by deeds of Edwin H. Cooper, Trustee, Joseph Keels, L. B. Nelson, W. C. Powell, Sr., A. E. Onyett, Harriett Irene Walker, and Ida D. McMaster, recorded in the Office of the Clerk of Court for Richland County in Deed Book 229 at Pages 314, 318, 321, 323, 327, and 331, and Deed Book 233 at Page 338.

T.M.S. # 676-6-7

Such conveyance being made subject to the following

reservations, restrictions, and covenants:

(a) The Grantee, in consideration of the conveyance of this property to it, does hereby assume responsibility for the operation, control, and maintenance of the dam, spillways, flood gates and other equipment or installations located on the property conveyed to it. It shall be the duty of said Association to operate, maintain, and control said property in compliance with applicable federal, state, and local statutes, ordinances, rules, and regulations.

(b) The Grantor hereby transfers to the Grantee, and the Grantee so accepts, any and all rights which it may have concerning the enactment and enforcement of reasonable rules and regulations concerning the use of the lake or the withdrawal of water from the lake.

(c) Any owner of the following property shall have the right to become a member of the Association:

(i) Lots 1-14, Block L, and Lots 1-11, Block A, as shown on plat of Springwood Lake Development Company prepared by Joseph Keels, Engineer & Surveyor, dated May 7, 1958, and revised March 20, 1959 and recorded in the Office of the Clerk of Court for Richland County in Plat Book 13 at Page 1.

(ii) Lots 1-13, Block D, as shown on plat of Springwood Lake Estates, prepared by Joseph Keels, Engineer & Surveyor, dated September 6, 1958 and recorded in the Office of the Clerk of Court for Richland County in Plat Book 12 at Page 15.

(iii) Lots 39, 40, 42, 44, 45, 46, 52, 54, 55, and 57 in Block 2 as shown on Tax Map Sheet 677 (1981 edition), a copy of which is attached as Exhibit A.

(iv) Lots 2 and 3, Block 1 as shown on Tax Map Sheet 683 (1981 edition), a copy of which is attached as Exhibit B.

(d) The Association shall be governed in accordance with its present by-laws, a copy of which are attached as Exhibit C, or any amendments thereto.

(e) The owner of the property designated as Springwood Lake Club on Plat of Springwood Lake Development Company referred to in sub-paragraph (c)(i) hereinabove shall have the right to be an associate member of the Association as provided in the by-laws of the Association attached hereto.

(f) The Grantor hereby transfers any and all other rights and the Grantee hereby assumes any and all other duties which the Grantor may have concerning Springwood Lake. The Grantor specifically transfers any claims, demands, or rights of action which it may have against other parties for claims arising out of the ownership, operation, maintenance, and control of the lake, provided, however, that this shall not be construed to create or transfer any right of action, claim, or demand against Springwood Lake Company, Inc., its officers, directors, agents, or servants, Edwin H. Cooper, individually, or Joseph Keels, individually, and any such rights of action, claims, or demands, known or unknown, present and future, are specifically released and discharged.

(g) This conveyance is further made subject to any reservations, restrictions, and covenants of record, including, but not limited to, those reservations, restrictions, and covenants contained in certain deeds recorded in the Office of the Register of Mesne Conveyance as follows: Deed Book 229 at Page 314, Deed Book 229 at Page 318, Deed Book 229 at Page 321, Deed Book 229 at Page 323, Deed Book 229 at Page 327, Deed Book 229 at Page 331, and Deed Book 233 at Page 338.

AND IT IS UNDERSTOOD AND AGREED that the said conditions, covenants and restrictions shall be appurtenant to and run with the said premises; and that in the event of the violation of any of the said conditions, covenants and restrictions said Grantor, its successors and assigns, shall have the right of abatement and the right to enforce compliance by injunction or any other appropriate legal action.

IT IS UNDERSTOOD AND AGREED that these covenants, conditions and restrictions are made solely for the benefit of the Grantor and the Grantee herein, and may be changed at any time by mutual consent, in writing, of the parties hereto, their successors and assigns.

TOGETHER WITH all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appurtenanting.

ED 683-482

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said Springwood Lakeside Individual Property Owners Association, Inc., its successors, and assigns forever.

And the said Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises, with the exception of Tracts 2 and 3 and the Right-of-Way described hereinabove, unto the said Springwood Lakeside Individual Property Owners Association, Inc., its successors and assigns against itself and its successors and assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the Grantor, Springwood Lake Company, Inc., has caused these presents to be signed by Charles F. Cooper, II, its President, and Robert W. Cooper, its Secretary, heretofore duly authorized, and The Grantee, Springwood Lakeside Individual Property Owners Association, Inc., has caused these presents to be signed by BERT RICHARDSON, its President, and SYLVIA H. FLOYD Acting Secretary, its Secretary, heretofore duly authorized, this 2nd day of November, in the year of our Lord, One Thousand Nine Hundred Eighty-three, and in the two hundred eighth year of the sovereignty and independence of the United States of America.

WITNESS:

James D. Cooper

Heather M. Weiner

SPRINGWOOD LAKE COMPANY, INC.

BY: Charles F. Cooper II
CHARLES F. COOPER, II
President

BY: Robert W. Cooper
ROBERT W. COOPER
Secretary

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James Louis Mann Crane

Elizabeth A. Cromer

SPRINGWOOD LAKESIDE INDIVIDUAL PROPERTY OWNERS ASSOCIATION, INC.

BY: Bert Richardson
BERT RICHARDSON
President

Sylvia H. Floyd
SYLVIA H. FLOYD
Acting Secretary

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PERSONALLY appeared before me JAMES D. COOPER, JR., who, in oath says that s/he saw the within-named Springwood Lake Company, Inc., by Charles F. Cooper, II, its President, and Robert W. Cooper, its Secretary, sign the within Deed, and the said Corporation, by said officers, seal said Deed, and, as its act and deed, deliver the same, and that s/he with Heather M. Weiner witnessed the execution thereof.

James D. Cooper, Jr.

SWORN to before me this 2nd day of November, 1983.

Heather M. Weiner (L.S.)
Notary Public for South Carolina

My Commission Expires: 8/14/85

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PERSONALLY appeared before me ELIZABETH A. CROMER, who, in oath says that s/he saw the within-named Springwood Lakeside Individual Property Owners Association, Inc., by BERT RICHARDSON, its President, and SYLVIA H. FLOYD, its Secretary, sign the within Deed, and the said Association, by said officers, seal said Deed, and, as its act and deed, deliver the same, and that s/he with J. LEWIS MANN CROMER witnessed the execution thereof.

Elizabeth A. Cromer

SWORN to before me this 2nd day of November, 1983.

J. Lewis Mann Cromer (L.S.)
Notary Public for South Carolina

My Commission Expires: 12/15/89

25 677

EXHIBIT A

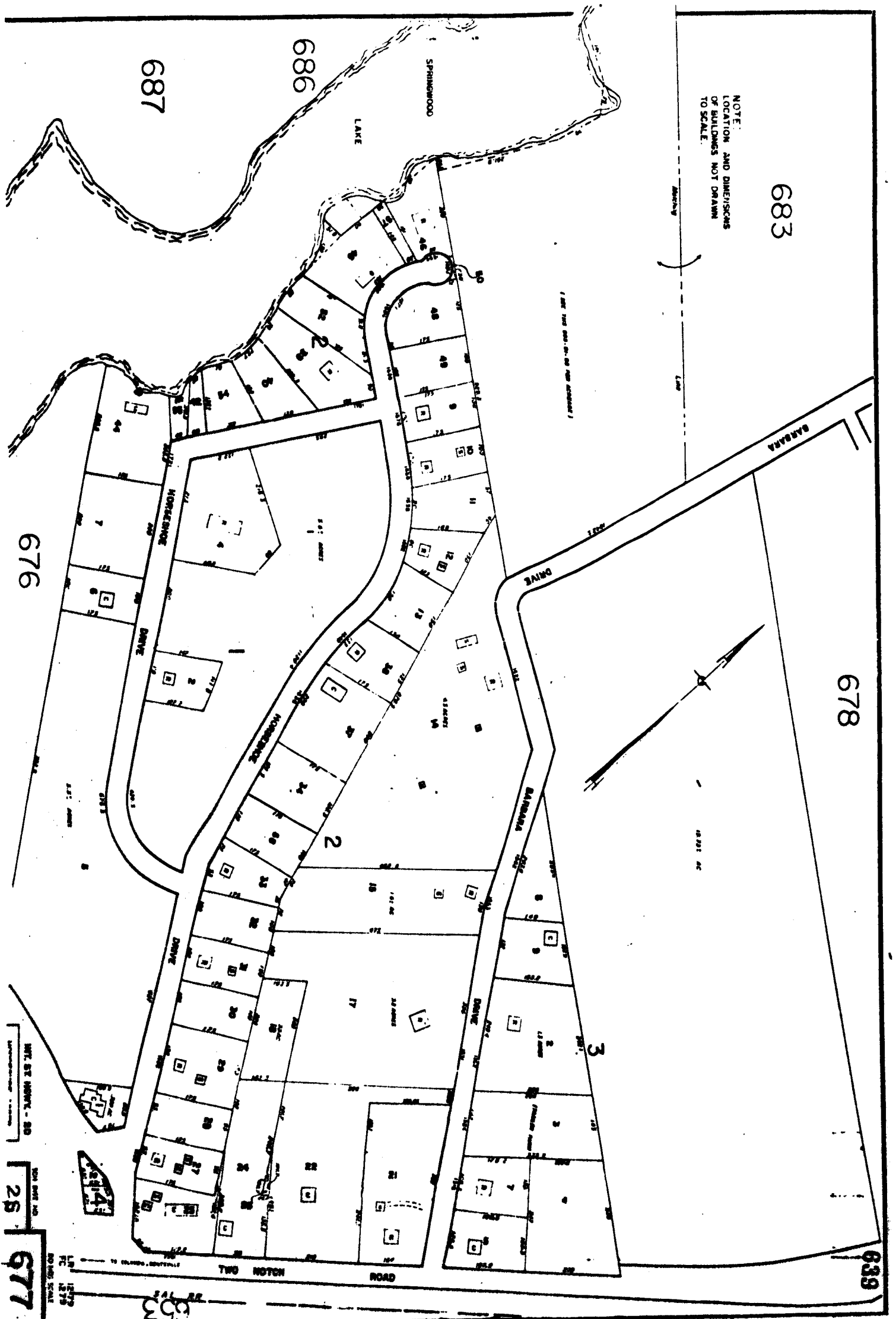


EXHIBIT B

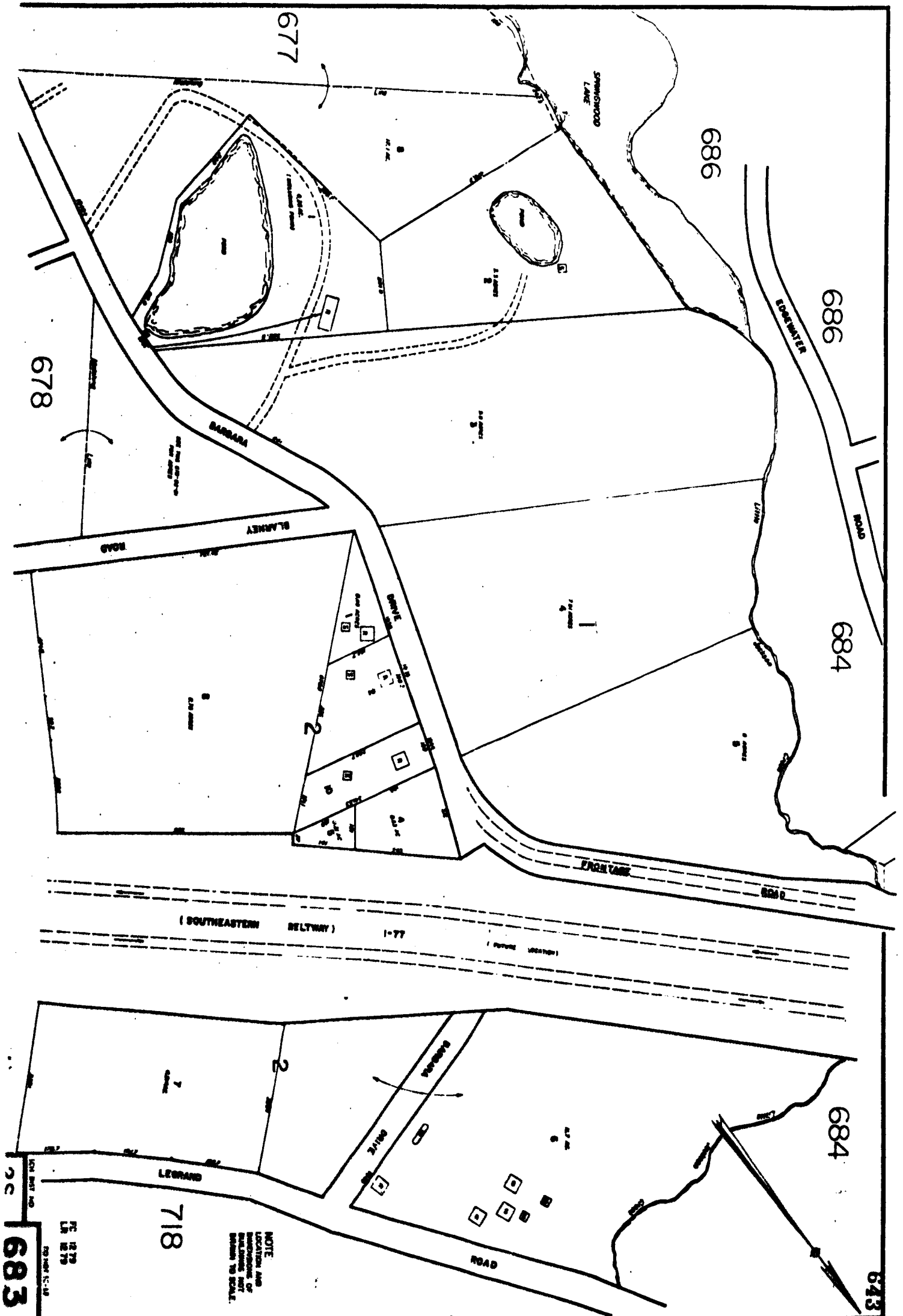


EXHIBIT C

CONSTITUTION

SPRINGWOOD LAKESIDE INDIVIDUAL PROPERTY
OWNERS ASSOCIATION

ARTICLE I

Authority

The SPRINGWOOD LAKESIDE INDIVIDUAL PROPERTY OWNERS ASSOCIATION was granted a charter on the 6th day of the month of January, in the year of our Lord, Nineteen Hundred and Eighty-Three under the authority of the Secretary of State.

ARTICLE II

Name

This association shall be known as the SPRINGWOOD LAKESIDE INDIVIDUAL PROPERTY OWNERS ASSOCIATION.

ARTICLE III

Purpose

The purpose of the SPRINGWOOD LAKESIDE INDIVIDUAL PROPERTY OWNERS ASSOCIATION shall be to fulfill the objectives as follows:

1. Foster fraternal relations between each residential property owner on Springwood Lake and the community of Springwood Lake.
2. Further the active aid and support of the children, civic organizations, churches, schools and clubs within the community of Springwood Lake.

3. To collect and disseminate useful knowledge with respect to Springwood Lake.

4. To initiate action, when deemed appropriate by the membership, on all matters of mutual concern and beneficial to the membership.

5. In the event of dissolution or should this Association cease to exist for any reason, all assets of the Corporation shall go to a charity to be designated by the Board of Directors at such time.

ARTICLE IV

Membership

Membership shall be limited to Springwood Lakeside Individual Property Owners as shown on map of Springwood Lake dated May 7, 1958, consisting of 29 lots plus Springwood Club; map of Springwood Lake Estates dated June 7, 1958, revised January 15, 1969, consisting of 13 lakeside lots; Horseshoe Acres map 677 consisting of 12 lake lots; and map 683. Associate membership may be extended as approved by Board of Directors and membership.

ARTICLE V

Government

Section 1. The government of this association shall be in its Chairman and Board of Directors.

Section 2. The officers shall consist of a chairman and eight (8) officers on the board of which the secretary/treasurer will be appointed. Such officers shall be elected at a general meeting by a majority vote of the members present. Officers shall be elected for a term of two (2) years or until their successors are elected.

ARTICLE VI

Meetings

Section 1. Association meetings shall be conducted as determined from time to time by the Board of Directors; provided that the association shall meet at least twice a year, one of which meetings shall be the regular annual meeting for the election of officers and directors.

Section 2. Special meetings of the association may be called by the chairman. A special meeting of the association shall be called by the Board of Directors within thirty (30) days after the receipt of a petition signed by thirty (30%) per cent of the membership in good standing; the agenda of each meeting shall be confined to the subject matter of the petition.

Section 3. The secretary/treasurer shall notify the membership of all meetings, regular and special, at least seven (7) days prior to the date thereof.

ARTICLE VII

Accounts

Section 1. The fiscal year of the association shall be as fixed by the Board of Directors.

Section 2. The account books of the association shall be reviewed not less than once a year by the Board and the Board shall thereupon make a report to the membership.

ARTICLE VIII

Amendments

Section 1. Amendments to this constitution may be proposed by any member of the association and a copy of each proposed amendment shall be mailed to each member of the association by the secretary, at least thirty (30) days before the association meeting designated for the casting of the votes on the proposed amendments.

Section 2. Amendments shall be voted upon only at a regular meeting or at a meeting called especially for such purpose after thirty (30) days written notice advising the association members of a meeting for casting votes. Amendments shall be adopted only by a two-thirds ($2/3$) majority of the membership present at the meeting.

AFFIDAVIT

FD 603-101

13.02

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

INDENTURE DEED

INDENTURE made the day hereinbelow stated, by and between FOREST LAND COMPANY OF COLUMBIA, INC., hereinafter called the Grantor, which expression shall include its successors and assigns, where the context so requires or admits, of the one part, and SPRINGWOOD LAKESIDE INDIVIDUAL PROPERTY OWNERS ASSOCIATION, INC., a South Carolina non-profit corporation, hereinafter called the Grantee, which expression shall include its successors and assigns, where the context so requires or admits, of the other part; and in this Agreement the singular shall include the plural and any gender shall include all genders.

W I T N E S S E T H:

WHEREAS, Springwood Lake was formed by the construction of a dam and the flooding of certain property located in Richland County, South Carolina; and

WHEREAS, Springwood Lake Company, Inc. was organized for the sole purpose of owning, maintaining, and controlling said lake for the benefit of the surrounding property owners; and

WHEREAS, the property on which the dam, spillway, and lake are located was conveyed to Springwood Lake Company, Inc. subject to certain covenants, conditions, and restrictions contained in the indenture deeds referred to hereinafter; and

WHEREAS, Forest Land Company of Columbia, Inc. is the owner of two (2) parcels upon which part of the spillway of Springwood Lake is located; and

WHEREAS, on March 5, 1982, Springwood Lake Company, Inc., as the owner of said lake was ordered by the South Carolina Land Resources Conservation Commission to enlarge the spillway or to remove the dam; and

WHEREAS, an action was thereafter brought in the Richland County Court of Common Pleas denominated as "State

FD 603-101

of South Carolina, Petitioner, Ex. Rel.: George D. Ballentine, Director, Dams and Reservoirs Safety Program, Relator, vs. Springwood Lake Company, Inc., Respondent", Case No.: 82-CP-40-4409, for the purpose of obtaining an Order requiring Springwood Lake Company, Inc. to comply with the aforesaid Order of the South Carolina Land Resources Conservation Commission; and

WHEREAS, an action was brought by several owners of property adjacent to Springwood Lake in the Richland County Court of Common Pleas denominated as "Otis E. Sims, et al., Petitioners, vs. Springwood Lake Company, Inc., Joseph Keels, and Edwin H. Cooper, Trustee, Respondents", Case No.: 83-CP-40-0897, for the purpose of determining the rights and responsibilities of said parties with regard to the maintenance of Springwood Lake; and

WHEREAS, the various parties desire to transfer ownership, responsibility, maintenance, and control of Springwood Lake, the dam and spillway to Springwood Lakeside Individual Property Owners Association, Inc., an association formed for that purpose and consisting of the individual residential lakeside owners of property adjacent to Springwood Lake; and

WHEREAS, Forest Land Company of Columbia, Inc., as successor in interest of Edwin H. Cooper, Trustee, wants to assist with the transfer of the lake property by conveying the two (2) parcels described herein to Springwood Lakeside Individual Property Owners Association, Inc.; and

WHEREAS, it is not the intention of the parties to extend lake privileges to any additional persons, but only to preserve and protect the lake privileges of the parties to whom they were originally granted in the development of the Springwood subdivision,

NOW, THEREFORE, for and in consideration of the covenants and conditions hereinafter contained, and the sum of Five and 00/100 (\$5.00) Dollars only, paid to the Grantor by the said Grantee, the said Grantor has granted, bargained,

sold and released, and by these presents, grants, bargains,
sells and releases unto the said

SPRINGWOOD LAKESIDE INDIVIDUAL PROPERTY OWNERS ASSOCIATION,
INC., ITS SUCCESSORS AND ASSIGNS:

ALL those certain pieces, parcels and tracts of land situate,
lying and being in Richland County, near the City of Columbia,
as shown as Lots 6 and 7, Block 4 on Tax Map Sheet 687 (1981
edition), a copy of which is attached and incorporated herein
as Exhibit D.

DERIVATION: This being a portion of the property conveyed to
the grantor by deed of First Citizens Bank & Trust Company of
South Carolina as Trustee, recorded in the Office of the R.M.C.
for Richland County in Deed Book D-464 at Page 965.

GRANTEE'S ADDRESS: *40 BERT T. RICHARDSON*
7812 EDGEWATER DR. COLUMBIA, SC 29204

T.M.S. # 687-4-6, 7

Such conveyance being made subject to the following
reservations, restrictions, and covenants:

(a) The Grantee, in consideration of the conveyance
of this property to it, does hereby assume responsibility
for the operation, control, and maintenance of the dam,
spillways, flood gates and other equipment or installations
located on the property conveyed to it. It shall be the
duty of said Association to operate, maintain, and control
said property in compliance with applicable federal, state,
and local statutes, ordinances, rules, and regulations.

(b) The Grantor hereby transfers to the Grantee,
and the Grantee so accepts, any and all rights which it may
have concerning the enactment and enforcement of reasonable
rules and regulations concerning the use of the lake or the
withdrawal of water from the lake.

(c) Any owner of the following property shall
have the right to become a member of the Association:

(i) Lots 1-14, Block L, and Lots 1-11,
Block A, as shown on plat of Springwood
Lake Development Company prepared by
Joseph Keels, Engineer & Surveyor, dated
May 7, 1958, and revised March 20, 1959
and recorded in the Office of the Clerk
of Court for Richland County in Plat Book
13 at Page 1.

(ii) Lots 1-13, Block D, as shown on plat of
Springwood Lake Estates, prepared by Joseph
Keels, Engineer & Surveyor, dated September
6, 1958 and recorded in the Office of the
Clerk of Court for Richland County in Plat
Book 12 at Page 15.

(iii) Lots 39, 40, 42, 44, 45, 46, 52, 54, 55,
and 57 in Block 2 as shown on Tax Map
Sheet 677 (1981 edition), a copy of which
is attached as Exhibit A.

(iv) Lots 2 and 3, Block 1 as shown on Tax
Map Sheet 683 (1981 edition), a copy of
which is attached as Exhibit B.

(d) The Association shall be governed in accordance
with its present by-laws, a copy of which are attached as
Exhibit C, or any amendments thereto.

(e) The owner of the property designated as Springwood
Lake Club on Plat of Springwood Lake Development Company referred

to in sub-paragraph (c)(i) hereinabove shall have the right to be an associate member of the Association as provided in the by-laws of the Association attached hereto.

(f) The Grantor hereby transfers any and all other rights and the Grantee hereby assumes any and all other duties which the Grantor may have concerning Springwood Lake. The Grantor specifically transfers any claims, demands, or rights of action which it may have against other parties for claims arising out of the ownership, operation, maintenance, and control of the lake, provided, however, that this shall not be construed to create or transfer any right of action, claim, or demand against Springwood Lake Company, Inc., its officers, directors, agents, or servants, Forest Land Company of Columbia, Inc., its officers, directors, agents, or servants, Edwin H. Cooper, individually, or Joseph Keels, individually, and any such rights of action, claims, or demands, known or unknown, present and future, are specifically released and discharged.

(g) This conveyance is further made subject to any reservations, restrictions, and covenants of record, including, but not limited to, those reservations, restrictions, and covenants contained in certain deeds recorded in the Office of the Register of Mesne Conveyance as follows: Deed Book 229 at Page 314, Deed Book 229 at Page 318, Deed Book 229 at Page 321, Deed Book 229 at Page 323, Deed Book 229 at Page 327, Deed Book 229 at Page 331, and Deed Book 233 at Page 338.

AND IT IS UNDERSTOOD AND AGREED that the said conditions, covenants and restrictions shall be appurtenant to and run with the said premises; and that in the event of the violation of any of the said conditions, covenants and restrictions said Grantor, its successors and assigns, shall have the right of abatement and the right to enforce compliance by injunction or any other appropriate legal action.

IT IS UNDERSTOOD AND AGREED that these covenants, conditions and restrictions are made solely for the benefit of the Grantor and the Grantee herein, and may be changed at any time by mutual consent, in writing, of the parties hereto, their successors and assigns.

TOGETHER WITH all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appurtenanting.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said Springwood Lakeside Individual Property Owners Association, Inc., its successors, and assigns forever.

ED 60674 103

And the said Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises unto the said Springwood Lakeside Individual Property Owners Association, Inc., its successors and assigns against itself and its successors and assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the Grantor, Forest Land Company of Columbia, Inc., has caused these presents to be signed by Edwin H. Cooper, Jr., its President, and Charles F. Cooper, II, its Secretary, heretofore duly authorized, and the Grantee, Springwood Lakeside Individual Property Owners Association, Inc., has caused these presents to be signed by BERT RICHARDSON, its President, and SLYVIA H. FLOYD, its Acting Secretary, heretofore duly authorized, this 2nd day of November, in the year of our Lord, One Thousand Nine Hundred Eighty-three, and in the two hundred eighth year of the sovereignty and independence of the United States of America.

WITNESS:

James D. Cooper

Heather M. Weiser

James Louis Mann Comer

Elizabeth A. Cromer

FOREST LAND COMPANY OF COLUMBIA, INC.

BY: Edwin H. Cooper, Jr.
EDWIN H. COOPER, JR.
President

BY: Charles F. Cooper, II
CHARLES F. COOPER, II
Secretary

SPRINGWOOD LAKESIDE INDIVIDUAL PROPERTY OWNERS ASSOCIATION, INC.

BY: Bert Richardson
BERT RICHARDSON
President

BY: Sylvia H. Floyd
SYLVIA H. FLOYD, Acting
Secretary

ED 60674 103

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PERSONALLY appeared before me James D. COOPER, JR.,
who, in oath says that s/he saw the within-named Forest Land
Company of Columbia, Inc., by Edwin H. Cooper, Jr., its President,
and Charles F. Cooper, II, its Secretary, sign the within Deed,
and the said Corporation, by said officers, seal said Deed, and
as its act and deed, deliver the same, and that s/he with Heather M.
WEISER witnessed the execution thereof.

James D. Cooper, Jr.

SWORN to before me this
2nd day of November, 1983.

Heather M. Weiser (L.S.)
Notary Public for South Carolina

My Commission Expires: 8/14/85

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PERSONALLY appeared before me ELIZABETH A. CROMER,
who, in oath says that s/he saw the within-named Springwood
Lakeside Individual Property Owners Association, Inc., by BERT
RICHARDSON, its ^{Acting} President, and SYLVIA H. FLOYD
RICHARDSON, its Secretary, sign the within Deed, and the
said Association, by said officers, seal said Deed, and, as its
act and deed, deliver the same, and that s/he with J. LEWIS MANN
CROMER, witnessed the execution thereof.

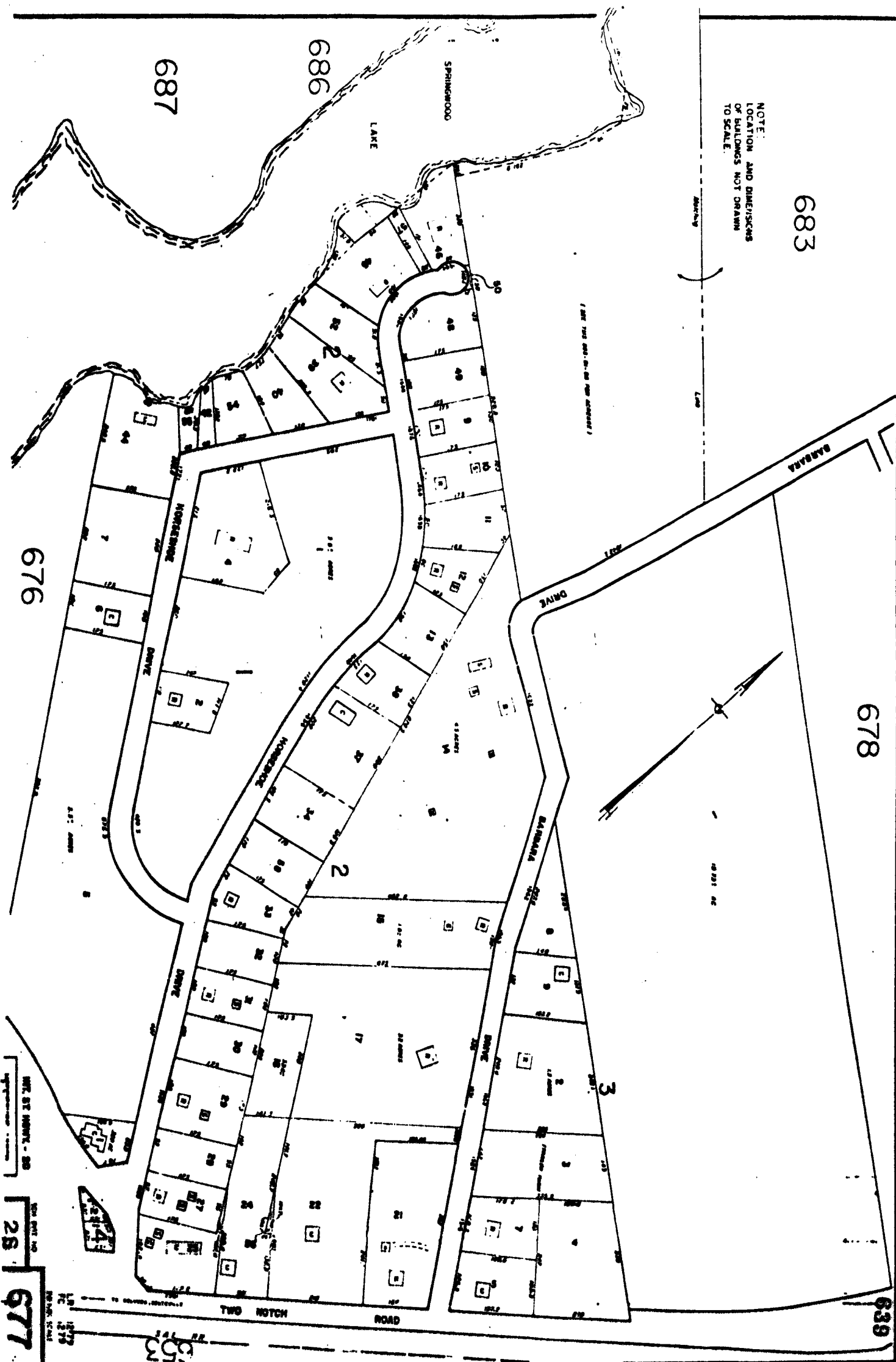
Elizabeth A. Cromer

SWORN to before me this
2nd day of November, 1983.

James Lewis Mann Cromer (L.S.)
Notary Public for South Carolina

My Commission Expires: 12/15/89

EXHIBIT A



27.8.1945

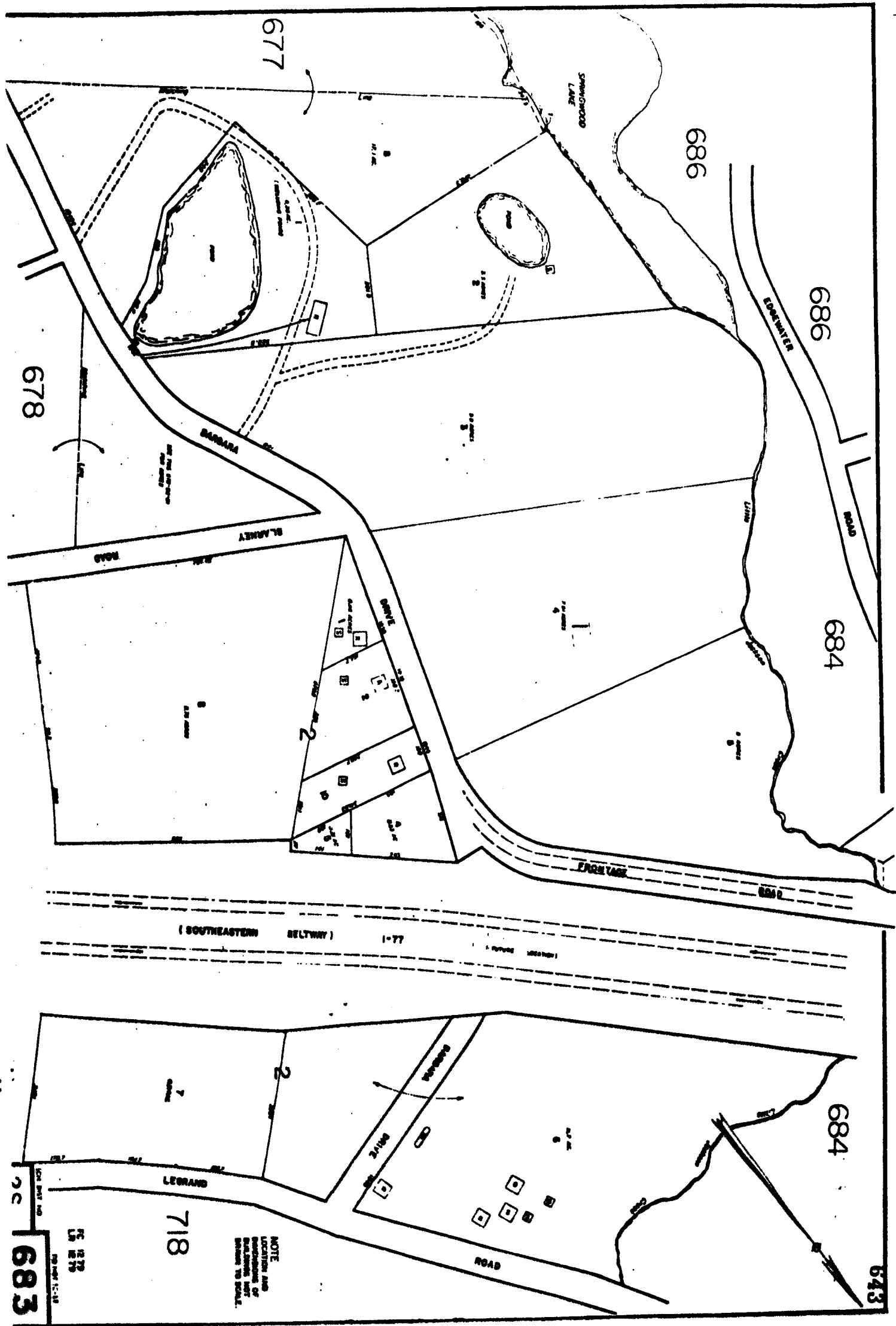


EXHIBIT C

CONSTITUTION

SPRINGWOOD LAKESIDE INDIVIDUAL PROPERTY
OWNERS ASSOCIATION

ARTICLE I

Authority

The SPRINGWOOD LAKESIDE INDIVIDUAL PROPERTY OWNERS ASSOCIATION was granted a charter on the 6th day of the month of January, in the year of our Lord, Nineteen Hundred and Eighty-Three under the authority of the Secretary of State.

ARTICLE II

Name

This association shall be known as the SPRINGWOOD LAKESIDE INDIVIDUAL PROPERTY OWNERS ASSOCIATION.

ARTICLE III

Purpose

The purpose of the SPRINGWOOD LAKESIDE INDIVIDUAL PROPERTY OWNERS ASSOCIATION shall be to fulfill the objectives as follows:

1. Foster fraternal relations between each residential property owner on Springwood Lake and the community of Springwood Lake.
2. Further the active aid and support of the children, civic organizations, churches, schools and clubs within the community of Springwood Lake.

3. To collect and disseminate useful knowledge with respect to Springwood Lake.

4. To initiate action, when deemed appropriate by the membership, on all matters of mutual concern and beneficial to the membership.

5. In the event of dissolution or should this Association cease to exist for any reason, all assets of the Corporation shall go to a charity to be designated by the Board of Directors at such time.

ARTICLE IV

Membership

Membership shall be limited to Springwood Lakeside Individual Property Owners as shown on map of Springwood Lake dated May 7, 1958, consisting of 29 lots plus Springwood Club; map of Springwood Lake Estates dated June 7, 1958, revised January 15, 1969, consisting of 13 lakeside lots; Horseshoe Acres map 677 consisting of 12 lake lots; and map 683. Associate membership may be extended as approved by Board of Directors and membership.

ARTICLE V

Government

Section 1. The government of this association shall be in its Chairman and Board of Directors.

Section 2. The officers shall consist of a chairman and eight (8) officers on the board of which the secretary/treasurer will be appointed. Such officers shall be elected at a general meeting by a majority vote of the members present. Officers shall be elected for a term of two (2) years or until their successors are elected.

ARTICLE VI

Meetings

Section 1. Association meetings shall be conducted as determined from time to time by the Board of Directors; provided that the association shall meet at least twice a year, one of which meetings shall be the regular annual meeting for the election of officers and directors.

Section 2. Special meetings of the association may be called by the chairman. A special meeting of the association shall be called by the Board of Directors within thirty (30) days after the receipt of a petition signed by thirty (30%) per cent of the membership in good standing; the agenda of each meeting shall be confined to the subject matter of the petition.

Section 3. The secretary/treasurer shall notify the membership of all meetings, regular and special, at least seven (7) days prior to the date thereof.

ARTICLE VII

Accounts

Section 1. The fiscal year of the association shall be as fixed by the Board of Directors.

Section 2. The account books of the association shall be reviewed not less than once a year by the Board and the Board shall thereupon make a report to the membership.

ARTICLE VIII

Amendments

Section 1. Amendments to this constitution may be proposed by any member of the association and a copy of each proposed amendment shall be mailed to each member of the association by the secretary, at least thirty (30) days before the association meeting designated for the casting of the votes on the proposed amendments.

Section 2. Amendments shall be voted upon only at a regular meeting or at a meeting called especially for such purpose after thirty (30) days written notice advising the association members of a meeting for casting votes. Amendments shall be adopted only by a two-thirds (2/3) majority of the membership present at the meeting.

19.00

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND) DECLARATION OF COVENANTS AND RESTRICTIONS

W I T N E S S E T H:

WHEREAS, Springwood Lake was formed by the construction of a dam and the flooding of certain property located in Richland County, South Carolina; and

WHEREAS, Springwood Lake Company, Inc. was organized for the sole purpose of owning, maintaining, and controlling said lake for the benefit of the surrounding property owners; and

WHEREAS, the property on which the dam, spillway, and lake are located was conveyed to Springwood Lake Company, Inc. subject to certain covenants, conditions, and restrictions contained in the indenture deeds referred to hereinafter; and

WHEREAS, on March 5, 1982, Springwood Lake Company, Inc. as the owner of said lake was ordered by the South Carolina Land Resources Conservation Commission to enlarge the spillway or to remove the dam; and

WHEREAS, an action was thereafter brought in the Richland County Court of Common Pleas denominated as "State of South Carolina, Petitioner, Ex. Rel.: George D. Ballentine, Director, Dams and Reservoirs Safety Program, Relator, vs. Springwood Lake Company, Inc., Respondent", Case No.: 82-CP-40-4409, for the purpose of obtaining an Order requiring Springwood Lake Company, Inc. to comply with the aforesaid Order of the South Carolina Land Resources Conservation Commission; and

WHEREAS, an action was brought by several owners of property adjacent to Springwood Lake in the Richland County Court of Common Pleas denominated as "Otis E. Sims, et al., Petitioners, vs. Springwood Lake Company, Inc., Joseph Keels, and Edwin H. Cooper, Trustee, Respondents", Case No.: 83-CP-40-0897, for the purpose of determining the rights and responsibilities of said parties with regard to the maintenance of Springwood Lake; and

WHEREAS, the various parties desire to transfer ownership, responsibility, and control of Springwood Lake, the dam and spillway to Springwood Lakeside Individual Property Owners Association, Inc., an association formed for that purpose and consisting of the individual lakeside owners of property adjacent to Springwood Lake; and

WHEREAS, it is not the intention of the parties to extend lake privileges to any additional persons, but only to preserve and protect the lake privileges of the parties to whom they were originally granted in the development of the Springwood subdivision; and

WHEREAS, the property upon which Springwood Lake, its dam, and spillways are located has been conveyed by Springwood Lake Company, Inc. and Forest Land Company of Columbia, Inc. to Springwood Lakeside Individual Property Owners Association, Inc. by separate indenture deeds; and

WHEREAS, Edwin H. Cooper, Trustee, and Joseph Keels have paid to Springwood Lakeside Individual Property Owners Association, Inc. the sums of Fifteen Thousand and 00/100 (\$15,000.00) Dollars and Five Thousand and 00/100 (\$5,000.00) Dollars, respectively, receipt of which is hereby acknowledged,

NOW, THEREFORE, IT IS HEREBY DECLARED that the covenants, conditions and restrictions hereinbelow set out are hereby imposed upon the real property hereinafter designated and described in Exhibit A attached hereto:

1. Any individual owner of lakeside residential property described in Exhibit A, upon application and payment of the initial assessment, shall be a member of Springwood Lakeside Individual Property Owners Association, Inc., a South Carolina non-profit corporation, hereinafter referred to as the "Association".

2. Any individual owner of lakeside residential property adjacent to the property of the Association and described in Exhibit B attached hereto which is not subject to the covenants contained herein shall have the right to

add that lot to the property covered by this declaration upon application and payment of the initial assessment to the Association.

3. The Association will be governed by its present by-laws, a copy of which are attached and incorporated herein as Exhibit C, or any amendments thereto.

4. The undersigned hereby covenant and agree to pay to the Association any assessments or charges which shall be assessed by the Association as provided herein, such assessments to be a charge and continuing lien on the real property and improvements thereon against which each such assessment is made. Each such assessment shall be the joint and several personal obligation of the person who was the owner of the property at the time when the assessment first became due and payable and any purchaser, grantee, or transferee who becomes possessed of such real property while such assessment is in default and their respective heirs, successors and assigns. The lien hereby created shall in all events constitute a lien on the residential lot prior to all other liens except (1) tax liens in favor of any assessing unit, and (2) any first mortgage encumbering the residential lot.

5. The assessments levied by the Association shall be used exclusively for the operation, control, maintenance, repair, protection, improvement, or upkeep of Springwood Lake, its dam, spillway, flood gates, or other installations, including the payment of taxes and insurance and payment for the cost of labor, equipment, materials, management, supervision, accounting, legal or other expenses incidental thereto.

6. The initial amount assessed will be set by the board of directors of the Association and will be paid in one initial payment.

7. The amount of the future assessments shall be set annually by the Association, provided, however, that the amount of the assessments shall not exceed the amounts

necessary to provide for the operation, control, maintenance, supervision, or repair of the property of the Association. The assessments shall be paid in such installments and on such terms as may be set by the Association.

8. In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, or replacement of a capital improvement or special maintenance upon the property of the Association, provided that the amount of the assessments for any capital improvements shall be set by the Board of Directors and approved by a two-thirds (2/3) majority of the votes represented by the membership present.

9. If any assessment is not paid within thirty (30) days after the date it is due, the Association may bring an action at law for collection or an action to foreclose the lien created herein, and there shall be added to the amount of such assessment interest at the legal rate, a reasonable attorney's fee, and the costs of the action.

10. The covenants and restrictions contained herein shall be appurtenant to and run with the said premises and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this declaration, their respective legal representatives, heirs, successors, and assigns for a period of ten (10) years from the date this declaration is recorded. Upon the expiration of said ten (10) year period, this declaration shall be automatically renewed and extended for successive ten (10) year periods unless two-thirds (2/3) of the votes cast at a duly held meeting of the Association vote in favor of terminating this declaration at the end of its then current term.

11. Should any covenant or restriction herein contained be declared void, illegal, or unenforceable for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect

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the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

12. For and in consideration of the conveyance of Springwood Lake and other property to the Association and the payment of the sum of Twenty Thousand and 00/100 (\$20,000.00) Dollars by Cooper and Keels to the Association as set out hereinabove, the undersigned, on behalf of themselves, their heirs, successors, and assigns, hereby release any and all claims, demands, or rights of action which they may have now or in the future, known or unknown, against Springwood Lake Company, Inc., its officers, directors, servants, and agents, Edwin H. Cooper, Joseph Keels, and their heirs, successors, and assigns.

13. The undersigned hereby agree to indemnify and hold harmless Springwood Lake Company, Inc., its officers, directors, agents, and servants, Edwin H. Cooper, and Joseph Keels, and their heirs, successors, and assigns, from any and all liability, loss, or damage, including attorney's fees and costs, which they may suffer as a result of claims, demands, costs, or judgments against any of them arising from the operation, control, or maintenance of Springwood Lake, its dam, spillways, flood gates, or other installations.

14. It is understood and agreed that Joseph Keels is an owner of property adjacent to Springwood Lake and will be a member of the Association. However, it is agreed that he shall not be responsible for any assessment or charge made by the Association with regard to attorney's fees incurred in the aforementioned litigation as set forth in the preamble to this Declaration, or in regard to the negotiation and settlement of this matter, but he shall be subject to all other assessments and charges made by the Association in accordance with these Declarations and its by-laws.

15. It is understood and agreed that approximately two (2.0) acres formerly belonging to Eunice Neeley and shown as Tract No. 6 on a plat of Springwood Lake prepared by Joseph Keels, Engineer and Surveyor, dated June 20, 1957,

and recorded in the Office of the Clerk of Court for Richland County in Plat Book 11 at Page 93, was flooded in order to form Springwood Lake. This property was flooded pursuant to an Agreement dated October 19, 1956 between Edwin H. Cooper, Trustee, W. C. Powell, Joseph Keels, Eunice Neeley, John Gregg McMaster and Lonnie B. Nelson and recorded in the Office of the Clerk of Court for Richland County in Deed Book 196 at Page 409. This Declaration is not intended to, and it does not, extend or grant to Eunice Neeley, her heirs, successors, or assigns, any rights or privileges with regard to the remaining property covered by the waters of Springwood Lake unless approved by the Association and upon such terms and conditions as the Association may determine.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this 2nd day of November, 1983.

James Lewis Mann Cromer
Elizabeth Q. Cromer

Walter G. Brackin
WALTER G. BRACKIN

James Lewis Mann Cromer
Elizabeth Q. Cromer

Bertram T. Richardson
BERTRAM T. RICHARDSON

James Lewis Mann Cromer
Elizabeth Q. Cromer

Evalyn R. Richardson
EVALYN R. RICHARDSON

James Lewis Mann Cromer
Elizabeth Q. Cromer

Otis E. Sims
OTIS E. SIMS

James Lewis Mann Cromer
Elizabeth Q. Cromer

John L. Wages
JOHN L. WAGES

James Lewis Mann Cromer
Elizabeth Q. Cromer

Rosilyn D. Outen
ROSILYN D. OUTEN

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STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that s/he saw the within named WALTER G. BRACKIN sign, seal, and as the grantor's act and deed deliver the within deed and that s/he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 2nd
day of November, 1983.

Elizabeth A. Comer

James Earl Maun Comer
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 12/15/89

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that s/he saw the within named BERTRAM T. RICHARDSON sign, seal, and as the grantor's act and deed, deliver the within deed and that s/he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 2nd
day of November, 1983.

Elizabeth A. Comer

James Earl Maun Comer
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 12/15/89

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that s/he saw the within named EVALYN R. RICHARDSON sign, seal, and as the grantor's act and deed, deliver the within deed and that s/he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 2nd
day of November, 1983.

Elizabeth A. Comer

James Earl Maun Comer
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 12/15/89

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that s/he saw the within named OTIS E. SIMS sign, seal, and as the grantor's act and deed deliver the within deed and that s/he, with the other witness subscribed above witnessed the execution thereof.

Elizabeth A. Comer

SWORN to before me this 2nd
day of November, 1983.

James Lewis Mann Comer
Notary Public for South Carolina
My Commission Expires: 12/15/89

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that s/he saw the within named JOHN L. WAGES sign, seal, and as the grantor's act and deed deliver the within deed and that s/he, with the other witness subscribed above witnessed the execution thereof.

Elizabeth A. Comer

SWORN to before me this 2nd
day of November, 1983.

James Lewis Mann Comer
Notary Public for South Carolina
My Commission Expires: 12/15/89

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that s/he saw the within named ROSILYN D. OUTEN sign, seal, and as the grantor's act and deed deliver the within deed and that s/he, with the other witness subscribed above witnessed the execution thereof.

Elizabeth A. Comer

SWORN to before me this 2nd
day of November, 1983.

James Lewis Mann Comer
Notary Public for South Carolina
My Commission Expires: 12/15/89

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STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

RENUNCIATION OF DOWER

I, the undersigned Notary Public, do hereby certify unto all whom it may concern, that the undersigned wife of the above named WALTER G. BRACKIN, did this day appear before me, and she, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person whomsoever, renounce, release and forever relinquish unto the grantee(s) and the grantee's(s') heirs, successors and assigns, all her interest and estate, and all her right and claim of dower of, in and to all and singular the premises within mentioned and released.

Larry M. Burton

SWORN to before me this 2nd
 day of November, 1983.

[Signature]
 Notary Public for South Carolina
 My Commission Expires: 11/5/91

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

RENUNCIATION OF DOWER

I, the undersigned Notary Public, do hereby certify unto all whom it may concern, that the undersigned wife of the above named BERTRAM T. RICHARDSON, did this day appear before me, and she, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person whomsoever, renounce, release and forever relinquish unto the grantee(s) and the grantee's(s') heirs, successors and assigns, all her interest and estate, and all her right and claim of dower of, in and to all and singular the premises within mentioned and released.

Enola D. Richards

SWORN to before me this 2nd
 day of November, 1983.

[Signature]
 Notary Public for South Carolina
 My Commission Expires: 11/5/91

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

RENUNCIATION OF DOWER

I, the undersigned Notary Public, do hereby certify unto all whom it may concern, that the undersigned wife of the above named OTIS E. SIMS, did this day appear before me, and she, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person whomsoever, renounce, release and forever relinquish unto the grantee(s) and the grantee's(s') heirs,

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successors and assigns, all her interest and estate, and all her right and claim of dower of, in and to all and singular the premises within mentioned and released,

Jessie M. Sims
John B. Sims

SWORN to before me this 2nd
day of November, 1983.

[Signature]
Notary Public for South Carolina
My Commission Expires: 11/5/91

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

RENUNCIATION OF DOWER

I, the undersigned Notary Public, do hereby certify unto all whom it may concern, that the undersigned wife of the above named JOHN L. WAGES, did this day appear before me, and she, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person whomsoever, renounce, release and forever relinquish unto the grantee(s) and the grantee's(s') heirs, successors and assigns, all her interest and estate, and all her right and claim of dower of, in and to all and singular the premises within mentioned and released.

John L. Wages

SWORN to before me this 2nd
day of November, 1983.

[Signature]
Notary Public for South Carolina
My Commission Expires: 11/5/91

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EXHIBIT A

PARCEL 1 - PROPERTY OF WALTER G. BRACKIN

ALL that certain piece, parcel, and tract of land, situate, lying, and being in Richland County, South Carolina, and shown as the remaining portion of Lot 1, Block D on a map of Springwood Lake Estates prepared by Joseph Keels, dated November 1, 1962, and recorded in the R.M.C. Office for Richland County in Plat Book 20 at Page 301. This being the same premises conveyed to Walter G. Brackin by deed recorded in the R.M.C. Office for Richland County in Deed Book D 449 at Page 758.

AND

ALL that certain piece, parcel, and tract of land, situate, lying, and being in Richland County, South Carolina, and shown as Lot 2, Block D on a map of Springwood Lake Estates prepared by Joseph Keels, dated September 6, 1958, and recorded in the R.M.C. Office for Richland County in Plat Book 12 at Page 15. This being the same premises conveyed to Walter G. Brackin by deed recorded in the R.M.C. Office for Richland County in Deed Book 296 at Page 545.

PARCEL 2 - PROPERTY OF BERTRAM T. RICHARDSON AND EVALYN R. RICHARDSON

ALL that certain piece, parcel, and tract of land, situate, lying, and being in Richland County, South Carolina, and shown as Lot 12, Block L on a map of Springwood Lake Development prepared by Joseph Keels, dated May 7, 1958, revised June 12, 1962, and recorded in the R.M.C. Office for Richland County in Plat Book T at Page 32. This being the same premises heretofore conveyed to Bertram T. Richardson and Evalyn R. Richardson by deed recorded in the R.M.C. Office for Richland County in Deed Book D 15 at Page 282.

PARCEL 3 - PROPERTY OF OTIS E. SIMS

ALL that certain piece, parcel, and tract of land, situate, lying, and being in Richland County, South Carolina, and shown as Lot 3, Block D on a map of Springwood Lake Estates prepared by Joseph Keels, dated September 6, 1958, and recorded in the R.M.C. Office for Richland County in Plat Book 12 at Page 15. This being the same premises heretofore conveyed to Otis E. Sims by deed recorded in the R.M.C. Office for Richland County in Deed Book 321 at Page 118.

PARCEL 4 - PROPERTY OF JOHN L. WAGES AND ROSILYN D. OUTEN

ALL that certain piece, parcel, and tract of land, situate, lying, and being in Richland County, South Carolina, and shown as Lot 11, Block L on a map of Springwood Lake Development prepared by Joseph Keels, dated May 7, 1958, revised June 12, 1962, and recorded in the Office of the R.M.C. for Richland County in Plat Book T at Page 32. This being the same premises heretofore conveyed to John L. Wages and Rosilyn D. Outen by deed recorded in the R.M.C. Office for Richland County in Deed Book D 471 at Page 737.

EXHIBIT B

- (a) Lots 1 - 10, 13, and 14, Block L, and Lots 1 - 11, Block A, as shown on plat of Springwood Lake Development Company prepared by Joseph Keels, Engineer & Surveyor, dated May 7, 1958, and revised March 20, 1959 and recorded in the Office of the Clerk of Court for Richland County in Plat Book 13 at Page 1.
- (b) Lots 4 - 13, Block D, as shown on plat of Springwood Lake Estates, prepared by Joseph Keels, Engineer & Surveyor, dated September 6, 1958 and recorded in the Office of the Clerk of Court for Richland County in Plat Book 12 at Page 15.
- (c) Lots 39, 40, 42, 44, 45, 46, 52, 54, 55, and 57 in Block 2 as shown on Tax Map Sheet 677 (1981 edition), a copy of which is attached as Exhibit D.
- (d) Lots 2 and 3, Block 1 as shown on Tax Map Sheet 683 (1981 edition), a copy of which is attached as Exhibit E.

CONSTITUTION

SPRINGWOOD LAKESIDE INDIVIDUAL PROPERTY
OWNERS ASSOCIATION

ARTICLE I

Authority

The SPRINGWOOD LAKESIDE INDIVIDUAL PROPERTY OWNERS ASSOCIATION was granted a charter on the 6th day of the month of January, in the year of our Lord, Nineteen Hundred and Eighty-Three under the authority of the Secretary of State.

ARTICLE II

Name

This association shall be known as the SPRINGWOOD LAKESIDE INDIVIDUAL PROPERTY OWNERS ASSOCIATION.

ARTICLE III

Purpose

The purpose of the SPRINGWOOD LAKESIDE INDIVIDUAL PROPERTY OWNERS ASSOCIATION shall be to fulfill the objectives as follows:

1. Foster fraternal relations between each residential property owner on Springwood Lake and the community of Springwood Lake.
2. Further the active aid and support of the children, civic organizations, churches, schools and clubs within the community of Springwood Lake.

3. To collect and disseminate useful knowledge with respect to Springwood Lake.

4. To initiate action, when deemed appropriate by the membership, on all matters of mutual concern and beneficial to the membership.

5. In the event of dissolution or should this Association cease to exist for any reason, all assets of the Corporation shall go to a charity to be designated by the Board of Directors at such time.

ARTICLE IV

Membership

Membership shall be limited to Springwood Lakeside Individual Property Owners as shown on map of Springwood Lake dated May 7, 1958, consisting of 29 lots plus Springwood Club; map of Springwood Lake Estates dated June 7, 1958, revised January 15, 1969, consisting of 13 lakeside lots; Horseshoe Acres map 677 consisting of 12 lake lots; and map 683. Associate membership may be extended as approved by Board of Directors and membership.

ARTICLE V

Government

Section 1. The government of this association shall be in its Chairman and Board of Directors.

Section 2. The officers shall consist of a chairman and eight (8) officers on the board of which the secretary/treasurer will be appointed. Such officers shall be elected at a general meeting by a majority vote of the members present. Officers shall be elected for a term of two (2) years or until their successors are elected.

ARTICLE VI

Meetings

Section 1. Association meetings shall be conducted as determined from time to time by the Board of Directors; provided that the association shall meet at least twice a year, one of which meetings shall be the regular annual meeting for the election of officers and directors.

Section 2. Special meetings of the association may be called by the chairman. A special meeting of the association shall be called by the Board of Directors within thirty (30) days after the receipt of a petition signed by thirty (30%) per cent of the membership in good standing; the agenda of each meeting shall be confined to the subject matter of the petition.

Section 3. The secretary/treasurer shall notify the membership of all meetings, regular and special, at least seven (7) days prior to the date thereof.

ARTICLE VII

Accounts

Section 1. The fiscal year of the association shall be as fixed by the Board of Directors.

Section 2. The account books of the association shall be reviewed not less than once a year by the Board and the Board shall thereupon make a report to the membership.

ARTICLE VIII

Amendments

Section 1. Amendments to this constitution may be proposed by any member of the association and a copy of each proposed amendment shall be mailed to each member of the association by the secretary, at least thirty (30) days before the association meeting designated for the casting of the votes on the proposed amendments.

Section 2. Amendments shall be voted upon only at a regular meeting or at a meeting called especially for such purpose after thirty (30) days written notice advising the association members of a meeting for casting votes. Amendments shall be adopted only by a two-thirds ($2/3$) majority of the membership present at the meeting.

EXHIBIT D

