

DEED 61--S PG 164

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STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )  
R.M.C.  
SPARTANBURG, S.C.

DECLARATION OF  
PROTECTIVE COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
OF BRADFORD COMMONS

THIS DECLARATION is made this 29th day of July, 1994, by  
Magnolia Associates, Inc. a South Carolina corporation (hereinafter  
"Developer").

W-I-T-N-E-S-S-E-T-H:

WHEREAS, Developer is the owner of certain lots of land in Spartanburg County, South Carolina, located on the west side of Blackstock Road, and more particularly shown and described upon a plat entitled "Bradford Commons" prepared for Magnolia Associates, Inc., by Lavender, Smith & Associates, Inc., dated June 21, 1994 & revised July 27, 1994 and recorded in Plat Book 126, page 272, RMC Office of Spartanburg County, South Carolina, and

WHEREAS, Bradford Commons will be a residential community, and the Developer desires to provide for the preservation of values and amenities of said community and for the maintenance of common facilities and, to these ends, desires to subject all of the lots in Bradford Commons as shown on the above plat to the within Protective Covenants, Conditions, Restrictions, Easements, charges and liens (herein referred to as covenants and/or Restrictions) for the benefit of each and every owner in Bradford Commons, and

WHEREAS, Developer deems it desirable to Create an agency to which should be delegated and assigned the powers of maintaining and administering common facilities and administering and enforcing the Covenants and Restrictions and collecting and disbursing the assessments and charges hereafter created and is incorporating under the laws of the State of South Carolina, as a non-profit corporation, Bradford Commons Homeowners Association, Inc., for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the mutual benefits and advantages to the Developer and to future property owners of lots shown on the above plat, Developer does hereby impose upon Bradford Commons the following covenants, Conditions, restrictions, easements, charges and liens, which shall bind the Developer, its successors and assigns, and all future owners of said lots, their respective heirs and assigns:

1. DEFINITIONS. The following words when used herein (unless the context shall require a different meaning) shall have the following meanings:

A. "Association" shall mean and refer to Bradford Commons Homeowners Association, Inc.

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B. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

C. "Bradford Commons" shall mean and refer to all of the lots and property shown upon plat of "Bradford Commons" referred to above and upon any subsequent plat of "Bradford Commons" prepared for the Developer and recorded in the RMC Office of Spartanburg County.

D. "Common Properties" shall mean and refer to the areas so designated "RESERVED" on the plat of Bradford Commons, and to any other parcels conveyed to the Association by the Developer. This term shall also include, but not limited to, all street lights, entrance sign, the brick columns at the entrance, and landscaping.

E. "Developer" shall mean and refer to Magnolia Associates, Inc.

F. "Lot" or "lot" shall mean and refer to any numbered parcel of land shown upon a plat of Bradford Commons prepared for the Developer and recorded in the RMC Office in Spartanburg County.

G. "Owner" shall mean and refer to the recorded owner, whether one or more persons or entities, of fee simple title to any Lot situated within Bradford Commons, but notwithstanding any applicable theory of mortgage law, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding or deed in lieu of foreclosure.

H. "Member" shall mean and refer to any Owner who is a member of the Association as provided in Paragraph 37 hereof.

2. SINGLE FAMILY RESIDENTIAL USE. No lot shall be used except for private, single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed 2 stories in height and, if approved in advance in writing, an attached hobby-type/storage building.

3. SUBDIVISION OF LOTS. Developer or any subsequent owner of a lot, with prior written consent of Developer or its nominee, may sell and convey a portion of any lot to the owner of an adjoining lot, provided that any such sale of a portion of a lot does not result in the creation of another lot or a greater number of lots than that shown on said plat and does not violate any other provisions hereof. No lot may be subdivided to create an additional lot. In any such sale of a portion of a lot, the portion shall merge into and become part of the adjoining lot, and the terms and conditions herein shall apply to the lot and portion of a lot as though they were originally platted as one lot. Notwithstanding any provision herein, Developer reserves the right to re-subdivide any portion of the property for the purpose of adjusting property lines or consolidating lots, provided, however no such changes shall create any greater number of lots than that shown on the plat of Bradford Commons.

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4. MINIMUM HEATED AREA. No dwelling shall be erected on any lot having less than two (2) full bathrooms and no less than twelve hundred (1200') square feet of heated floor area. The first floor must have no less than six hundred (600') square feet of heated floor area. The floor area required by this Paragraph shall not include basements, porches, verandas, breezeways, terraces, garages, or hobby-type/storage buildings.

5. BUILDING SETBACK LINES. No building or structure or portion thereof, including, but not limited to, stoops, verandas, steps and porches shall be located on a lot nearer the front property line or nearer the side street property line of the lot than the setback line(s) shown for such lot on the plat of Bradford Commons referred to in the deed to such lot from Developer, nor nearer than five (5') feet to any side or rear lot property line. Nonetheless, Developer reserves the right and privilege, upon showing of special, unique or unusual circumstances to give a waiver to any setback restrictions on a lot, but such waiver must be given in writing to be valid. Developer reserves the right to deny a waiver for any reason deemed appropriate in its sole discretion.

6. SEWER EASEMENTS. Certain lots are subject to an easement and right-of-way for sanitary sewer purposes. The total width of the sewer easement is twenty-five (25') feet, consisting of twelve and one-half (12 1/2') feet on each side of the sewer line and shall be shown on a plat of Bradford Commons. Any portion of a lot subject to a sewer easement is for the installation, maintenance and repair of the sanitary sewer line and/or manhole, and no lot owner shall build permanent above-ground improvements upon said easement or do any other act or deed which would interfere with or interrupt the use of the easement for sanitary sewer line purposes.

7. APPROVAL OF BUILDING PLANS - SPECIAL CONDITIONS.

A. No building or structure, whether it be the dwelling house, garage, hobby-type building, fence, wall or driveway shall be erected, placed or altered on any lot until the building plans, elevations, location, heights, building materials, specifications and driveway have been approved in writing by Developer or its nominee. In addition, floor plans or other drawings giving the dimensions and square footage (both heated & unheated), shall be submitted to and approved in writing as to harmony of design and location in relation to surrounding structures and topography by the Developer or its nominee. If such shall not be approved or disapproved within thirty (30) days after being submitted, then such approval shall not be required, provided, however, the design and location of the proposed construction shall conform to the specific building requirements stated herein and otherwise be in harmony with the existing structures in the subdivision. Any proposed hobby-type/storage area must be attached to the permanent structure and be designed in harmony with it. Disapproval of plans, elevations, location or specifications may be based purely upon aesthetic reasons in the sole discretion of the Developer or its nominee.

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B. The completion of improvements upon a lot shall include the landscaping of the yard, including the grassing or sodding of the yard and the planting of shrubs and/or decorative plants or bushes along the front elevation of the dwelling.

C. The front elevation of the dwelling's foundation must be a minimum of twelve (12") inches above the finished grade of the yard.

D. Only enclosed attached garages with a door or doors are permitted to be constructed. No Carports or detached garages shall be permitted. Developer reserves the right to grant a waiver or variance to this provision, but only in cases where compliance creates an undue hardship as a result of the configuration or terrain of a lot. Any such waiver from the Developer is required to be in writing to constitute a valid waiver.

8. PROHIBITED BUILDING MATERIALS. Concrete blocks, cement bricks or concrete walls shall not be used in the construction of any fence, building or structure unless the exterior of same is faced with brick, stone, stucco or some other material approved by Developer or its nominee. No asbestos shingles or asbestos siding shall be used for the exterior of any building or structure.

9. TRAILERS AND MOBILE HOMES PROHIBITED. Trailers, mobile homes, including typical double-wide mobile homes, and manufactured homes are absolutely prohibited. Furthermore, no residence or building may be moved from another location and placed or allowed to remain on any lot.

10. REQUIREMENTS FOR DRIVEWAYS. All driveways shall be constructed of concrete paving and shall be maintained by the owner of a lot in a good state of repair and suitable appearance. All lots with homes constructed thereon, must have off street parking for at least two (2) vehicles. Where driveways from a lot intersect with the public street, said driveway will abut the existing "rolled" curb, thereby keeping the "rolled" curb in tact and undamaged. If during construction or otherwise, the curb or pavement adjacent to a construction site is broken, removed or otherwise damaged, the owner of the lot upon which such construction or work is being done shall bear the cost to repair or replace such damage to the satisfaction of the Developer.

11. DEVELOPER'S DISCLAIMER. DEVELOPER, AND ITS SUCCESSORS AND ASSIGNS, ITS AGENTS, CONSULTANTS AND EMPLOYEES, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, OF GOOD WORKMANSHIP, DESIGN, HABITABILITY, QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY OR ANY REPRESENTATION CONCERNING SAME, AND NO WARRANTIES OF ANY KIND SHALL ARISE AS A RESULT OF ANY PLANS, SPECIFICATIONS, STANDARDS OR APPROVALS MADE OR APPROVED BY DEVELOPERS, OR ITS NOMINEES, AND DEVELOPER SHALL NOT BE LIABLE TO ANY OWNER OR ANY OTHER PERSON ON ACCOUNT OF ANY CLAIM, LIABILITY, DAMAGE OR EXPENSE SUFFERED OR INCURRED BY OR THREATENED AGAINST ANY OWNER OR SUCH OTHER PERSON ARISING OUT OF OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF ANY REVIEW, ACCEPTANCE, INSPECTION, PERMISSION, CONSENT OR REQUIRED APPROVAL WHICH MUST BE OBTAINED FROM THE DEVELOPER, WHETHER GRANTED OR DENIED. FURTHERMORE, DEVELOPER EXPRESSLY DISCLAIMS SUITABILITY OF A LOT FOR RESIDENTIAL CONSTRUCTION, AND ALL FUTURE OWNERS SHALL BE RESPONSIBLE FOR DETERMINING THE SUITABILITY OF A LOT FOR CONSTRUCTION.



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12. GENERAL EASEMENTS. Developer reserves an easement five (5') feet inside each side and rear lot line of each lot for the installation, maintenance and repair of utilities, sewer lines, and/or storm drainage facilities. Furthermore, certain lots shall be subject to an additional easement for drainage purposes as will be shown upon a duly recorded plat of Bradford Commons. All utility service lines, including cable television, telephone, gas, electric or other utility, from existing streets shall be installed underground to any dwelling or other structure located upon a lot.

13. SEWAGE. All sewage shall be disposed of through the sanitary sewer collection lines located within the subdivision and owned by the Spartanburg Sanitary Sewer District, and all connections to such line shall be made only with the written approval of the Spartanburg Sanitary Sewer District in accordance with its rules and regulations.

14. FENCING. No wire, metal or typical chain link fencing shall be erected on any lot. Only wooden fencing, the design and style of which must be approved by the Developer, shall be permitted. Wooden fencing shall be permitted on any lot from the rear corner of the residence erected thereon to the rear of the lot, provided, however, that no such fence shall exceed six (6') feet in height. No fencing of any kind shall be installed or allowed to remain on any lot which shall interfere, damage or obstruct the installation or maintenance of any utility. On corner lots, no fences shall be erected beyond the side building setback line shown on the above referred plat. Developer reserves the right to grant a waiver or variance to this provisions, but only in cases where compliance creates an undue hardship as a result of the configuration or terrain of a lot. Any such waiver from the Developer is required to be in writing.

15. BUSINESS ACTIVITIES PROHIBITED. No commercial operations, business operations, manufacture or production shall be permitted upon any lot. The selling, showing or marketing from a lot of any kind of services, goods, products or apparel is expressly prohibited. The provisions of this item shall not be construed to prohibit the making of handcrafted items for occasional off premises sale.

16. NUISANCES AND OFFENSIVE ACTIVITIES. No nuisance or other noxious, offensive, unsightly or unsanitary activity or condition shall be conducted upon any lot or allowed to exist on any lot or the adjoining street or streets.

17. PARKING OF BOATS AND RECREATIONAL VEHICLES. No camping trailer, boat, boat trailer or other similar recreational vehicle or other device or equipment shall be permitted to stand on the front portion of any lot or parked in the street right of way. No inoperable motor vehicle, wrecked vehicle or motor vehicle not currently licensed shall be parked in the street right-of-way or be kept on any lot in the subdivision unless stored in an enclosed garage. Also, no buses, trucks, tractor trailers or trailers other than pick-up trucks not to

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exceed three-quarter (3/4) ton in size, shall be parked on a lot or in the street right-of-way, except for loading and unloading. Furthermore, no portion of a lot shall be used for the operation of any motorized vehicles such as motorcycles, mini-bikes, go-carts, four wheelers or similar vehicles.

18. PORTABLE OR METAL BUILDINGS PROHIBITED. Portable buildings, metal storage buildings or other similar off-site constructed storage buildings are prohibited to be placed or remain on any lot.

19. SWINGSETS. Swingsets, sandboxes, gym sets and any such similar devices or structures primarily for children's use and enjoyment must be located on the rear portion of a lot. Basketball goals are allowed on driveway areas to the side, and behind the front corner of a house. No additional concrete or asphalt pad may be poured for ANY recreational use from the back corner of the home to the front property line.

20. POOLS. No above ground pools of any design may be constructed or placed on any lot. In ground pools MAY be acceptable provided they are located on the rear portion of the lot, staying within all other guidelines and setback requirements herein stated. Approval must be in writing from the Developer or its nominee. All pools must be enclosed with a fence that complies with Paragraph 14.

21. NO TEMPORARY RESIDENCES. No garage or hobby-type/storage building shall be used at any time as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

22. ANIMALS. No domestic fowl, cows, hogs, mules, wild animals or any other farm-type animals shall be kept on any lot at any time, provided, however, household pets, such as cats and dogs, may be kept on a lot, provided such pets shall not exceed a total of two (2) in number and provided further that the owner thereof shall be responsible for the control and conduct of such household pets so that they are not an annoyance, hindrance or nuisance to others. Each Owner shall be responsible and liable for all damage and destruction caused, created by or resulting from trespass by his or her pet, whether with other animals or not. Furthermore, pets shall not be allowed to venture outside an Owner's Lot except on leash. In connection therewith the Board shall have the right to set rules and regulations governing the keeping of any such pets and to require the removal thereof from Bradford Commons in the event any such pet or pets should be determined by the Association in its sole judgement to be a nuisance or otherwise violate this provision or its intended purpose.

23. TRASH RECEPTACLES. All receptacles for trash or garbage must be kept within a fenced or enclosed area and hidden from public view and the view from adjoining property. In connection therewith if the Association should deem it appropriate, it shall have the right to enter into and contract on behalf of the Owners for sanitary disposal of garbage and trash with one or more companies in the general business

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of providing such services and duly licensed to provide such services in Spartanburg County, South Carolina. The Association shall have the right to set standards for the storage of such garbage and trash, including areas upon Lots within which trash may be stored or placed and the containers within which the same shall be placed or kept prior to pickup by the service providing trash or garbage pickup.

24. CLOTHESLINES. No clothesline or similar device shall be allowed on any outdoors portion of a Lot, nor shall clothes be hung anywhere outdoors.

25. SCREENING OF YARD EQUIPMENT. Lawnmowers or other lawn maintenance equipment shall be kept in a screened or an enclosed area so as to not be visible from any street or adjoining property.

26. TELEVISION ANTENNA AND SATELLITE DISHES. A standard roof-mounted or chimney-mounted television antenna is permissible, but no other type of antenna, satellite dish or similar device for the transmission of signals of any kind shall be erected or allowed to remain on any lot without the express written permission of the Developer or its nominee.

27. COMPLETION OF IMPROVEMENTS. All houses and other structures related thereto must be completed within one (1) year after the commencement of construction, except where such completion is impossible due to strikes, fires, national emergency or other natural calamity.

28. COVENANT OF GOOD APPEARANCE AND REPAIR. Each lot owner shall maintain his lot and the exterior of all improvements in good appearance and repair in order to assure that no condition exists which would diminish the good appearance of the property. Every owner of a vacant or unimproved lot shall keep such lot free of debris and unsightly underbrush, weeds or other unsightly vegetation. In the event that an Owner shall fail to maintain a lot in a good state of repair and appearance, the Developer and/or Bradford Commons Homeowners Association, Inc., or their agents or employees, shall have the right to enter the Lot, and maintain same and charge the cost thereof to the Owner, but no work shall be done without due and proper notice to the Owner and an allowance of at least thirty (30) days to correct specified deficiencies. In the event the owner or owners of a lot shall fail to pay such charges within thirty (30) days of billing, same may be collected in the same manner and under the same terms as Assessments set forth in Paragraph 38.1. THE DEVELOPER, THE ASSOCIATION OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, EMPLOYEES OR MEMBERS SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OCCASIONED BY ANY NON-NEGLIGENT ACT OR OMISSION IN THE INSPECTION, REPAIR OR MAINTENANCE OF ANY SITE, IMPROVEMENTS OR PORTION THEREOF.

29. SIGNS. No signboards or other signs of any kind shall be displayed on any lot except a single "For Sale" and a builder's sign, or a single "For Rent" sign. No sign shall be more than thirty inches (30") by thirty inches (30") in size, provided, however, the Developer shall have the right to use additional signs for development of the

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property. The parcels along Blackstock Road marked "RESERVED" at the entrance to Bradford Commons shall be exempt from this provision.

30. STREET LIGHTING. If street lighting is installed by the Developer, the cost and expense of operation will be transferred to the Homeowners Association at any time after one (1) year from date hereof.

31. MAINTENANCE OF STREET RIGHT-OF-WAY. The owner of a lot shall be responsible for the planting and maintaining of the area from the property line to the edge of the pavement or curb of the street or streets upon which said lot abuts.

32. FUEL TANKS. All fuel tanks or containers shall be buried underground, or enclosed in a structure, in a manner consistent with normal safety precautions and in accordance with the rules and regulations of appropriate governing bodies or agencies or the South Carolina Department of Health and Environmental Control, whichever the case may be. Any structure to be constructed for this purpose must be of acceptable appearance and approved by the Developer in accordance with its building approval procedure as above set forth.

33. FIREWORKS. Shooting of fireworks of any kind, and the storage thereof, are prohibited unless carried out in conjunction with a supervised activity of the Developer or the Bradford Commons Homeowners Association, Inc.

34. MAIL RECEPTACLES. All mailboxes or other mail or newspaper receptacles and their supporting structure, including the fixing of the location and height thereof, shall conform to Developer's uniform requirements. All mail receptacles shall be of one design (This being the same design as used in Bradford Place & Bradford West) and each lot owner is responsible for the cost of said mail receptacle. After installation, each owner has the responsibility of keeping same in good repair and appearance.

35. TEMPORARY SALES OFFICE. The Developer shall have the right to place or erect temporary sales offices on any lot in the development for the purpose of marketing lots.

36. PROPERTY RIGHTS IN THE COMMON PROPERTIES.

A. Title to Common Properties. The developer may retain ownership to the Common Properties until such time as, in the Developer's sole discretion, the Association is able to maintain the same, but notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey all of its right, title and interest in the Common Properties to the Association not later than December 31, 1999.

B. Restrictions on Common Properties. The parcels of real property included as part of the Common Properties are to be maintained solely as landscaped and/or beautification areas or for identification signs for Bradford Commons. No other use or improvements are to be made to said real property without the express written permission of the Developer, its successors and assigns, and the Developer expressly

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reserves easement rights upon these parcels for installation of underground utilities. Furthermore, Developer may reserve a sign easement on the .22 Acre Tract marked "RESERVED" for the commercial sign presently located on this tract.

37. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.

A. Membership. Every person or entity who is a recorded owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity, who holds such interest merely as a security for the performance of an obligation, shall not be a member.

B. Voting Rights. The Association shall have two (2) classes of voting membership as follows:

Class A. Class A members shall be all those Owners defined in Paragraph 1 with the exception of the Developer. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Paragraph 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

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

(a) When the total votes outstanding in Class A membership equal to the total votes outstanding in Class B membership; or

(b) January 1, 2000.

38. COVENANT FOR MAINTENANCE ASSESSMENTS.

A. Creation of Lien and Personal Obligation of Assessments. The Developer for each lot owned by it within Bradford Commons hereby covenants and each owner of any lot by acceptance of a deed to a lot within Bradford Commons, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

(1) Annual assessments or charges; and

(2) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection

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thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

B. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purposes of promoting the health, safety and welfare of the lot owners in Bradford Commons and in particular shall be used for the payment of costs and expenses, including, but not limited to, the following:

(1) For the payment of expenses related to the upkeep, maintenance and replacement of signs within Bradford Commons identifying the subdivision, containing street names or other safety signs, if any.

(2) For the payment of services for any street lighting undertaken and accepted by the Association.

(3) Expenses for the maintenance and upkeep of landscaped areas, including areas designated for sign easements.

(4) For any other purpose, cost or expense reasonably related to the performance of any duty or responsibility of the Association as determined by the Board of Directors of said Association in accordance with the By-laws and these restrictions.

C. Basis and Maximum of Annual Assessments. There will be no annual assessments until the year beginning January 1, 1995. For the year beginning January 1, 1995, the annual assessment shall be \$75.00 per Lot. Beginning January 1, 1996, the annual assessment may be adjusted by vote of the Members as herein provided. The Board of Directors of the Association may, after consideration of current maintenance cost and future needs of the Association, fix the actual assessment for any year at a lesser amount. Lots owned by the Developer or Builders shall be exempt from annual assessments until such time as a dwelling shall have been constructed thereon. Such exemption shall not affect the Developer's voting rights in the Association.

D. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

E. Change in Basis and Maximum of Annual Assessments. Subject to the limitations in Paragraph 38.C. above, and for the periods there in specified, the Association may change the maximum and basis of the assessments fixed by Paragraph 38.C. hereof prospectively for any such period provided that any such change shall have the assent

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of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

F. Quorum for Any Action Authorized Under Paragraphs 38.D and 38.E. The quorum required for any action respecting assessments authorized by Paragraphs 38.D and 38.E hereof shall be the number of Members present at a meeting duly called and convened pursuant to Paragraphs 38.D and 38.E hereof.

G. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence on January 1 of each year. The annual assessments provided for herein shall begin and become due and payable January 1, 1995, and on January 1 of each year thereafter. Annual Assessments are not to be prorated as between an owner and the Association. Prior to January 1, 1995, the Developer agrees to maintain the Common Properties in a good state of repair and operation. The due date of any special assessment under Paragraph 38.D hereof shall be fixed in the resolution authorizing such assessment.

H. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of any special assessment and at least thirty (30) days in advance of the due date of any assessment prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

I. Effect of Non-Payment of Assessments; the Personal Obligation of the Owner; the Lien; Remedies of Association. If the assessments are not paid on the date when due (being the date specified in Paragraph 38.G above), then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, become a continuing lien on the property, which shall bind such property in the hands of the then Owner, his heirs, devisees, Personal Representatives, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation for the statutory period, but such personal obligation shall not pass to his successors in title unless expressly assumed by them. Such successors in title do, however, take the title subject to any outstanding lien for assessments. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the delinquency date at the rate of one and one-half percent (1.5%) per month (ANNUAL PERCENTAGE RATE - 18%) from the delinquency date. The Association may bring an action at law against the owner personally obligated to pay the same or an action to foreclose the lien against the property, and there shall be added to the amount of such

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assessment, the interest thereon as above provided, plus a reasonable attorney's fee and the costs of the action.

J. Lien of Assessments is Subordinate to Recorded Mortgages. The lien of assessment provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon a lot subject to the assessment. The sale or transfer of a lot shall not affect the assessment lien, provided, however, the sale or transfer of any Lot pursuant to mortgage foreclosures or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter coming due or from the lien thereof.

39. ENFORCEMENT BY HOMEOWNERS ASSOCIATION. Except for approvals and rights expressly reserved herein unto the Developer or its nominee, the Bradford Commons Homeowners Association, Inc., shall have standing to enforce the within restrictions, covenants and obligations in the same manner and to the same extent as does the Developer or any other owner. The powers and authorities herein granted to the said Association shall be in addition to such other and further rights, duties and obligations which may be set forth in the By-Laws of the Association adopted in accordance with the terms hereof.

40. DELEGATION OF DEVELOPER'S RIGHTS. All rights reserved unto the Developer herein remain exclusively with the Developer, its successors and assigns, provided, however, Developer may assign and/or delegate all or part of such reserved rights to the Homeowners Association.

41. TERM OF ENFORCEMENT AND AMENDMENTS. These covenants, conditions, easements and restriction shall be binding upon the Developer, its successors and assigns, upon all future owners, their respective heirs, successors and assigns, and all parties claiming under them, until December 31, 2020, at which time the terms hereof shall be automatically extended for successive period of ten (10) years thereafter, unless the then Owners owning at least two-thirds (2/3) of the Lots in Bradford Commons agree in writing to terminate or change same. The terms and conditions of this instrument may be amended or changed only upon written agreement of the then owners owning at least two-thirds (2/3) of the Lots in Bradford Commons. Notwithstanding anything herein to the contrary, the Developer, its successors and assigns, reserves the right to waive, modify or change in writing, any of the terms hereof with respect to the application thereof to a lot based upon special, unique or unusual circumstances, but no such waiver, modification or change shall substantially affect the overall plan of development.

42. EFFECT OF COVENANTS AND ENFORCEMENT.

A. Effect of Provisions of These Covenants. Each owner, tenant and guest, their successors, heirs and assigns, and all others who take an interest in land or realty within Bradford Commons do promise, covenant and undertake to comply with each provision of these covenants, which provisions:



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(1) shall be considered and deemed to be incorporated in each deed or other instrument by which any right, title or interest in any lot within Bradford Commons is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument;

(2) shall, by virtue of acceptance of any right, title or interest in any lot by an owner, be deemed accepted, ratified, adopted and declared as a personal covenant of such owner to, with and for the benefit of the Developer, the Association and all other owners, their respective heirs, successors and assigns;

(3) shall be deemed a real covenant by the Developer for itself, its successors and assigns and also an equitable servitude, running in each case, both as to burdens and benefits with and upon the title to each lot within Bradford Commons;

(4) shall be deemed a covenant, obligation and restriction secured by a lien binding, burdening and encumbering the title to each lot within Bradford Commons, which lien, with respect to any such lot shall be deemed a lien in favor of the Association.

B. Who May Enforce. The benefits and burdens of these covenants run with the land at law and in equity, and the Developer and the Association, their respective successors and assigns, and any owner, his heirs, successors, legal representatives, Personal Representatives and assigns shall have the right to proceed against any party in violation of these covenants and to compel a compliance to the terms hereof and to prevent the violation or breach in any event.

C. Against Whom May the Covenants be Enforced. The obligation and benefits prescribed by this instrument shall run with the property and shall be enforceable against any owner, his heirs, successors and assigns, or any other person whose activities bear a relation to the property, including guests and tenants when the aforesaid persons or entities engage in activities (including omissions and failures to act) which constitute violations or attempts to violate contravene or circumvent the terms hereof.

D. Enforcement Remedies. In addition to other enforcement rights mentioned herein, in the event that any structure is erected, constructed, reconstructed, altered, repaired, converted or maintained, or any structure or land use is in violation of these covenants, the Developer, its successors and assigns, the Association or any owner may institute appropriate legal proceedings or actions at law or in equity, including, but not limited to, actions: (1) to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use; (2) to restrain, correct or abate such violation, or breach of these covenants; (3) to prevent the occupancy of any dwelling or land; (4) to prevent any act, conduct, business or use which is in breach of these covenants; or (5) to compel any affirmative act which, pursuant to these covenants, "shall" be performed. Any action in equity hereunder for the enforcement hereof

DEED 61-S PAGE 177

shall not be barred on the grounds that there may also exist an adequate remedy at law. The prevailing party in any action to enforce these restrictions shall also be entitled to reasonable attorney fees against the other party.

43. MISCELLANEOUS.

A. No Waiver. Failure to enforce any provision or provisions of this instrument for any period of time by the Developer, the Association or any owner shall not be deemed a waiver or estoppel of the right to enforce same at any time thereafter.

B. Captions. The captions and headings in this instrument are for convenience only and shall not be considered as controlling in construing the provisions hereof.

C. Board Authorization. All actions of the Association shall be authorized actions if approved by the Board of Directors of the Association in accordance with its By-Laws, unless the terms of this instrument provide otherwise.

D. Gender, Tense, Number and Applicability of Definitions. When necessary for proper construction, the masculine form of any word used herein shall include the feminine or neuter gender, and the singular, the plural and vice versa, and words used in the present tense shall include the future tense.

E. Savings Clause. If any provision or provisions of this instrument are found to be ineffective or unenforceable for any reason in the final judgement of any court having jurisdiction of the subject matter hereof, the remaining provisions hereof shall remain fully enforceable and binding upon the owners their respective heirs, successors or assigns.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this  
29th day of July, 1994.

Magnolia Associates, Inc.

*Paula D. Johnson*  
*Deborah L. Moland*

By:

*David A. Burnett*  
David A. Burnett - President

THIS DOCUMENT  
MARGINAL  
FOR IMAGING

DEED 61--SPG 178

STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

PROBATE

Personally appeared before me the undersigned witness who on oath states that she saw the above named Developer sign, seal and as its act and deed, deliver the within-written Protective Covenants, Conditions, Restrictions and Easements, and that she with the other witness subscribed above, witnessed the execution thereof.

SWORN TO and subscribed  
before me this 29th day  
of July , 1994.

*Paula D. Johnson*

*Deborah L. Nolan* (SEAL)  
Notary Public of South Carolina

My Commission Expires: 4-07-2002

NOTARY PUBLIC  
DEBORAH L. NOLAN  
SOUTH CAROLINA  
COMMISSION EXPIRES  
4-07-2002

DEED 61-S PG 179

DECLARATION OF  
PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF  
BRADFORD COMMONS

\*\*\*\*\*

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 Recording Fee: \$48.00 Documentary Stamps: \$0.00  
 Office of Register of Deeds, Spartanburg, S C  
 Dorothy Earle, Register



AMENDMENT TO DECLARATION OF  
 PROTECTIVE COVENANTS, CONDITIONS,  
 RESTRICTIONS AND EASEMENTS OF  
 BRADFORD COMMONS

(Original Declaration recorded in Book 61-S at Page 164)

THIS AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF BRADFORD COMMONS (the "*Amendment*") is made on the Execution Date (hereinafter defined) by **Bradford Commons Homeowners Association**, a South Carolina non-profit corporation (the "*Association*").

WHEREAS, the DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF BRADFORD COMMONS, dated July 29, 1994 and recorded August 1, 1994 in the Office of the Register of Deeds for Spartanburg County in Deed Book 61-S at Page 164 (as further amended and supplemented, the "*Declaration*") encumbered the property known as Bradford Commons subdivision and being more particularly described therein (the "*Property*" or the "*Community*"); and

WHEREAS, pursuant to Section 41 of the Declaration, the Declaration may be amended by written agreement of Owners owning at least two-thirds (2/3) of the Lots in the Community, and

WHEREAS, the Association, having met the aforementioned requirements of Section 41 of the Declaration, seeks to amend the Declaration as set forth herein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Association hereby declares that the Declaration is hereby amended as follows, and further that the property described in this Amendment shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth which shall run with the title to the Property and all Lots therein and which shall be binding on all parties possessing any right, title or interest in the herein-described properties or any portion thereof, their heirs, successors and assigns:

1. **Section 7 is hereby deleted in its entirety and replaced with the following:**

7. APPROVAL OF BUILDING PLANS – SPECIAL CONDITIONS. No building or structure, whether it be the dwelling house, garage, hobby-type building, fence, wall or driveway shall be erected, placed or altered on any Lot until the building plans, elevations, location, heights, building materials, specifications and driveway have been approved in writing by the Association or its nominee. In addition, floor plans or other drawings giving the dimensions and square footage (both heated and unheated), shall be submitted to and approved in writing as to harmony of design and location in relation to surrounding structures and topography by the Association or its nominee. If such shall not be approved or disapproved within thirty (30) days after being submitted, then such approval shall not be required, provided, however, the design and location of the proposed construction shall conform to the specific building requirements stated herein and otherwise be in harmony with the existing structures in the subdivision. Disapproval of plans, elevations, location or specifications may be based purely upon aesthetic reasons in the sole discretion of the Association or its nominee.

2. **Section 18 is hereby deleted in its entirety and replaced with the following:**

18. PORTABLE OR METAL BUILDINGS. Portable buildings, metal storage buildings or other similar off-site constructed storage buildings must be approved in writing by the Association and must be in harmony with the dwelling and the Community.

3. **Section 28 is hereby deleted in its entirety and replaced with the following:**

28. COVENANT OF GOOD APPEARANCE AND REPAIR. Each Lot Owner shall maintain his Lot and the exterior of all improvements in good appearance and repair in order to assure that no condition exists which would diminish the good appearance of the property. Every Owner of a vacant or unimproved Lot shall keep such Lot free of debris and unsightly underbrush, weeds, or other unsightly vegetation. In the event that an Owner shall fail to maintain a Lot in a good state of repair and appearance, the Association, or its agents or employees, shall have the right to enter the Lot and maintain same and charge the cost thereof to the Owner, but no work shall be done without due and proper notice to the Owner and an allowance of at least fifteen (15) days to correct specified deficiencies. In the event of subsequent violations of a similar nature by the same Owner, an allowance of at least ten (10) days to correct the specified deficiency shall be given. In the event the Owner or Owners of a Lot shall fail to pay such charges within thirty (30) days of billing, same may be collected in the same manner and under the same terms as Assessments set forth in this Declaration. THE ASSOCIATION OR ANY OF ITS RESPECTIVE DIRECTORS, OFFICERS, AGENTS, OR EMPLOYEES SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OCCASIONED BY ANY NON-NEGLIGENT ACT OR OMISSION IN THE INSPECTION, REPAIR OR MAINTENANCE OF ANY SITE, IMPROVEMENTS OR PORTION THEREOF.

4. **Section 38(F) is hereby deleted in its entirety and replaced with the following:**

F. Quorum for Any Action Authorized Under Paragraphs 38.D and 38.E. The quorum required for any action respecting Assessments authorized by Paragraphs 38.D and 38.E hereof shall be a majority of the votes of the Association present, in person or by proxy, at a duly-called meeting of the Association.

5. **Section 42(D) is hereby deleted in its entirety and replaced with the following:**

D. Enforcement Remedies. In addition to any other enforcement rights referenced in this Declaration, the Bylaws of the Association (as amended, the "*Bylaws*"), or the rules and regulations of the Association (collectively, as amended, the "*Governing Documents*"), the following enforcement remedies apply in the event any structure is erected, constructed, reconstructed, altered, repaired, converted or maintained, or any structure or land use is in violation of the Governing Documents, or when there is any other breach of the Governing Documents [said enforcement remedies being cumulative in nature and not mutually exclusive]:

(1) The Association or any Owner may institute appropriate legal proceedings or actions at law or in equity, including, but not limited to, actions: (i) to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use; (ii) to restrain, correct or abate such violation, or breach

of the Governing Documents; (iii) to prevent the occupancy of any dwelling or land; (iv) to prevent any act or conduct of any business or use which is in breach of the Governing Documents; or (v) to compel any affirmative act which, pursuant to the Governing Documents, "shall" be performed. Any action in equity hereunder for the enforcement hereof shall not be barred on the grounds that there may also exist an adequate remedy at law, or vice-versa. The prevailing party in any action to enforce the Governing Documents shall also be entitled to recover court costs and reasonable attorney's fees against the other party.

(2) The Association may enter upon the Lot where the violation exists and correct, remove and/or abate the violation at the sole expense of the Lot Owner. Said expenses shall be collectible by the Association in the same manner as Assessments pursuant to this Declaration, including without limitation said expenses constituting a lien on the Lot in favor of the Association. The Association's exercise of this enforcement remedy shall not be deemed a trespass. This enforcement remedy includes, without limitation, the right of the Association to: maintain Lots and/or dwellings in violation of the Governing Documents per Section 28 of the Declaration, tow vehicles in violation of Section 17 of the Declaration, and remove fences or other structures in violation of Sections 7 and 14 of the Declaration.

(3) The Association may impose fines against any Owner in violation of the Governing Documents until such time as the breach is remedied. Said fines shall be collectible by the Association in the same manner as Assessments pursuant to this Declaration, including without limitation said fines constituting a lien on the Lot in favor of the Association.

(4) The Association may suspend an Owner's membership rights in the Association until such time as the violation is remedied, including without limitation the suspension of an Owner's: right to vote, right to stand for election on the Board of Directors of the Association (the "**Board**") or sit on the Board or any other committee, right to access and use the Common Area amenities and facilities, and right to receive any services or benefits from the Association.

6. **Section 42 is hereby amended to add the following subsection (E):**

E. Rules and Regulations. The Board may promulgate, modify, and enforce reasonable rules and regulations governing the use of the entire Property, including all Lots, Common Areas and facilities, and roads located within the Property, and the personal conduct of the Owners and their guests, invitees, family, tenants, and occupants thereon, and to establish penalties for the infraction thereof. Said penalties may include monetary fines for infractions of the rules and regulations, the Declaration, or the Bylaws, which shall be collectible by the Association in the same manner as Assessments pursuant to this Declaration, including without limitation said penalties and fines constituting a lien on the Lot in favor of the Association.

7. All capitalized terms not defined herein shall have the meaning set forth in the Declaration.

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



IN WITNESS WHEREOF, the Association has by its duly authorized officer set its hand and seal this 10<sup>th</sup> day of July, 2012 (the "Execution Date"), and by doing so acknowledges and affirms that the amendment requirements of Section 41 of the Declaration have been met and therefore the provisions contained in this Amendment have been duly approved and authorized by the Members of the Association.

## WITNESSES:

## ASSOCIATION:

## Bradford Commons Homeowners Association

By: Andree B. Miller  
 Print Name: Andree B Miller  
 Its: President

Betty L. Holt  
 (witness #1)

Theresa M. Miller  
 (witness #2)

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF Spartanburg )


## ACKNOWLEDGEMENT

I, Susie Michelle Betenbaugh, a Notary Public for the State of South Carolina, do hereby certify that Bradford Commons Homeowners Association, by Andree B. Miller, 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 10<sup>th</sup> day of July, 2012.

Susie M. Betenbaugh  
 Notary Public for South Carolina  
 My Commission Expires: 10-28-15

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 28 day of JUN, 2012.



Kappa LLC  
102 Williston Way  
Moore, SC 29369  
Lot# 47

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF SPARTANBURG    )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named **Kappa LLC** sign, seal and as (his/her) act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.

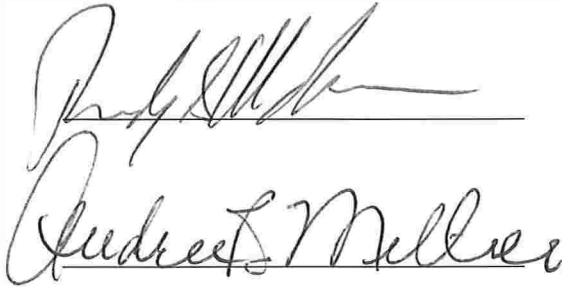


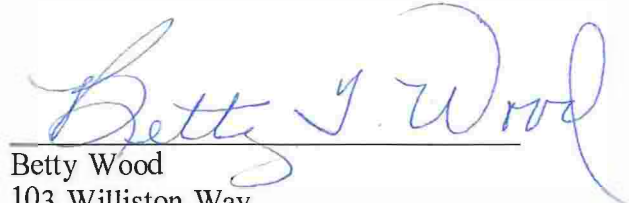
Sworn to before me this 28 day of JUN, 2012



Notary Public for South Carolina  
My Commission Expires: 8-2-2020

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 16<sup>th</sup> day of May, 2012.



  
 Betty Wood  
 103 Williston Way  
 Moore, SC 29369  
 Lot# 45

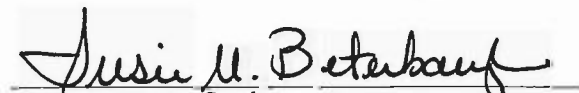
STATE OF SOUTH CAROLINA    )  
   )  
 COUNTY OF SPARTANBURG    )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named **Betty Wood** sign, seal and as (his/her) act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.



Sworn to before me this 26<sup>th</sup> day of June, 2012

  
 Notary Public for South Carolina  
 My Commission Expires: 10-28-15

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 18 day of May, 2012.

Betty Holt

Margaret Smith

Andree B. Miller

Andree B Miller  
104 Williston Way  
Moore, SC 29369  
Lot# 48

STATE OF SOUTH CAROLINA   )  
  )  
COUNTY OF SPARTANBURG   )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named **Andree B Miller** sign, seal and as (his/her) act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.

Betty Holt

Sworn to before me this 18 day of May, 2012

Susie M. Setenbauf  
Notary Public for South Carolina  
My Commission Expires: 10-28-15

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 18<sup>th</sup> day of June, 2012.

Andree D. Miller

Kelly J Culbreth

Kelly J Culbreth  
105 Williston Way  
Moore, SC 29369  
Lot# 44

Betty J. Wood

STATE OF SOUTH CAROLINA   )  
COUNTY OF SPARTANBURG   )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named **Kelly J Culbreth** sign, seal and as (his/her) act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.

Andree D. Miller

Sworn to before me this 26 day of June, 2012

Arsi M. Betshaus  
Notary Public for South Carolina  
My Commission Expires: 10-28-12

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 18 day of April, 2012.

Andree J. Miller

Patricia D. Foster

Patricia Dianne Foster

107 Williston Way

Moore, SC 29369

Lot#43

Frank Scott Selvin

STATE OF SOUTH CAROLINA )

PROBATE

COUNTY OF SPARTANBURG )

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named **Patricia Dianne Foster** sign, seal and as (his/her) act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.

Andree J. Miller

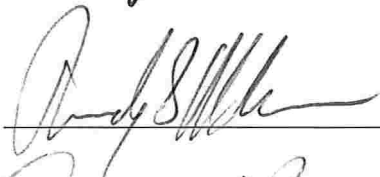

Sworn to before me this 18 day of April, 2012


Ausie L. Seabury

Notary Public for South Carolina

My Commission Expires: 10-28-15

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 1<sup>st</sup> day of May, 2012.

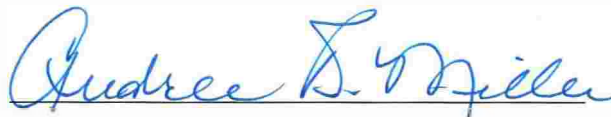
  


  
 Carolyn B Wingate  
 110 Williston Way  
 Moore, SC 29369  
 Lot # 49

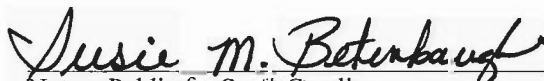
STATE OF SOUTH CAROLINA   )  
   )  
 COUNTY OF SPARTANBURG    )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named **Carolyn B Wingate** sign, seal and as (his/her) act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.



Sworn to before me this 26<sup>th</sup> day of June, 2012

  
 Notary Public for South Carolina  
 My Commission Expires: 10-28-15

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 4<sup>th</sup> day of June, 2012.

Betty L. Holt

Betty J. Wood

Tammy R Bowers  
 113 Williston Way  
 Moore, SC 29369  
 Lot # 40

STATE OF SOUTH CAROLINA    )  
   )  
 COUNTY OF SPARTANBURG    )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named **Tammy R Bowers** sign, seal and as (his/her) act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.

Betty L. Holt

Sworn to before me this 26<sup>th</sup> day of June, 2012

Susan M. Betenbauf  
 Notary Public for South Carolina  
 My Commission Expires: 10-28-15



IN WITNESS WHEREOF, the undersigned have set their hands and seals this 18 day of May, 2012.

Betty Holt

Amy E. Strahm

Amy E Strahm  
117 Williston Way  
Moore, SC 29369  
Lot# 39

Margaret Smith

STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named **Amy E Strahm** sign, seal and as (his/her) act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.

Betty Holt

Sworn to before me this 18 day of May, 2012

Maria M. Schuchman  
Notary Public for South Carolina  
My Commission Expires: 10-28-15

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 3rd day of June 2012.

Betty L. Holt

Dianne Smith

Lindsey L Lueck Adams

Lindsey L Lueck Adams  
121 Williston Way  
Moore, SC 29369  
Lot # 38

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF SPARTANBURG    )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named **Lindsey L Lueck Adams** sign, seal and as (his/her) act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.

Betty L Holt

Sworn to before me this 26th day of June, 2012

Jessie M. Batenburg  
Notary Public for South Carolina  
My Commission Expires: 10-28-15

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 2<sup>nd</sup> day of June, 2012.

Betty L. Holt

Dianne Smith

Susan M Moore

Susan M Moore  
123 Williston Way  
Moore, SC 29369  
Lot# 37

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF SPARTANBURG    )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named **Susan M Moore** sign, seal and as (his/her) act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.

Betty L. Holt

Sworn to before me this 26<sup>th</sup> day of June, 2012

Susie M. Batembay  
Notary Public for South Carolina  
My Commission Expires: 10-28-15

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 13<sup>th</sup> day of June, 2012.

Betty L. Holt

Deanne Smith

Felisa Boyd  
 125 Williston Way  
 Moore, SC 29369  
 Lot # 36

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF SPARTANBURG )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named Felisa Boyd sign, seal and as (his/her) act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.

Betty L. Holt

Sworn to before me this 26<sup>th</sup> day of June, 2012

Austin M. Betenbaugh  
 Notary Public for South Carolina  
 My Commission Expires: 10-28-15

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 2<sup>nd</sup> day of June, 2012.

Betty L. Holt

Pamela G Smoak

Pamela G Smoak  
127 Williston Way  
Moore, SC 29369  
Lot# 35

Dianne Smith

STATE OF SOUTH CAROLINA   )  
  )  
COUNTY OF SPARTANBURG   )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named **Pamela G Smoak** sign, seal and as (his/her) act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.

Betty L. Holt

Sworn to before me this 21<sup>st</sup> day of June, 2012

Sessie M. Betts  
Notary Public for South Carolina  
My Commission Expires 10-28-15

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 4<sup>th</sup> day of June, 2012.

Betty L. Holt

Frederick A Morgan

Frederick A Morgan  
129 Williston Way  
Moore, SC 29369  
Lot# 34

Deanne Smith

Betty L. Holt

Nancy J Morgan

Nancy J Morgan  
129 Williston Way  
Moore, SC 29369  
Lot# 34

Deanne Smith

STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

PROBATE

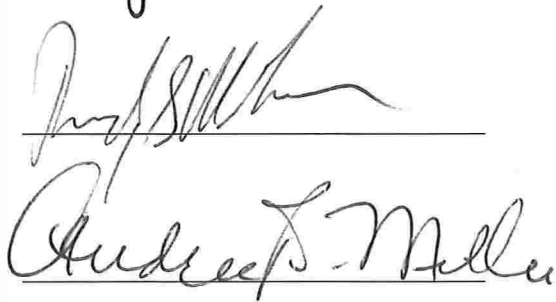
PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named **Frederick A Morgan and Nancy J Morgan** sign, seal and as (his/her) act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.


Betty L. Holt

Sworn to before me this 26<sup>th</sup> day of June, 2012

Susan M. Betenbaugh  
Notary Public for South Carolina  
My Commission Expires: 10-28-15

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 1<sup>st</sup> day of May, 2012.

  
Andrew L. Miller

  
Jill R. Johnson  
 131 Williston Way  
 Moore, SC 29369  
 Lot # 33

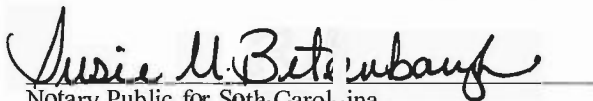
STATE OF SOUTH CAROLINA    )  
   )  
 COUNTY OF SPARTANBURG    )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named **Jill R Johnson** sign, seal and as (his/her) act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.

  
Andrew L. Miller

Sworn to before me this 26<sup>th</sup> day of June, 2012

  
Julie M. Betenbaugh  
 Notary Public for South Carolina  
 My Commission Expires: 10-28-15

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 18 day of April, 2012.

Audree D. Miller

Margaret Smith

Margaret Smith  
133 Williston Way  
Moore, SC 29369  
Lot # 32

Patricia D. Foster

Audree D. Miller

Betty Holt

Betty Holt  
133 Williston Way  
Moore, SC 29369  
Lot # 32

Patricia D. Foster

STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named **Margaret Smith and Betty Holt** sign, seal and as (his/her) act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.

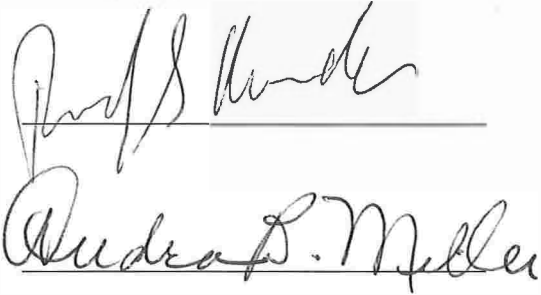
Audree D. Miller

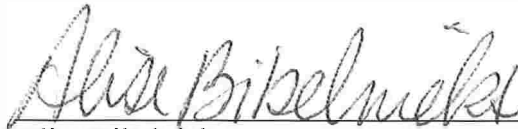
Sworn to before me this 18 day of April, 2012

Alesia M. Butler  
Notary Public for South Carolina  
My Commission Expires: 10-28-15



IN WITNESS WHEREOF, the undersigned have set their hands and seals this 15<sup>th</sup> day of May, 2012.

  
Andrew B. Miller

  
Alise Bibelnicks  
134 Williston Way  
Moore, SC 29369  
Lot# 11

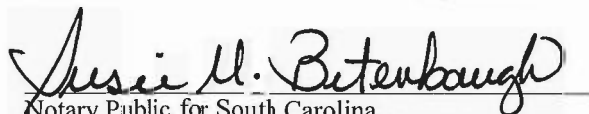
STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF SPARTANBURG    )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named **Alise Bibelnicks** sign, seal and as (his/her) act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.

  
Andrew B. Miller

Sworn to before me this 21<sup>st</sup> day of June, 2012.

  
Notary Public for South Carolina  
My Commission Expires: 10-28-15

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 3<sup>rd</sup> day of June, 2012.

Betty L. Holt

Jeffery L. Hughes  
Jeffery L. Hughes  
135 Williston Way  
Moore, SC 29369  
Lot# 31

Dianne Smith

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF SPARTANBURG    )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named **Jeffery L. Hughes** sign, seal and as (his/her) act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.

Betty L. Holt

Sworn to before me this 26<sup>th</sup> day of June, 2012

Susie M. Betenbaugh  
Notary Public for South Carolina  
My Commission Expires: 10-28-15

of May, 2012.

Andrew S. Miller

Isaac D Fowler  
139 Williston Way  
Moore, SC 29369  
Lot# 29

Andrew P. Mella

Laura J Fowler  
139 Williston Way  
Moore, SC 29369  
Lot# 29

## PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named **Isaac D Fowler and Laura J Fowler** sign, seal and as (his/her) act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.

Audree S. Miller

Sworn to before me this 26th day of June, 2012

Notary Public for South Carolina  
My Commission Expires: 10-28-15

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 3<sup>rd</sup> day of June, 2012.

Betty L. Holt

Vianne Smith

Beau L Outz  
 Beau L Outz  
 140 Williston Way  
 Moore, SC 29369  
 Lot# 13

STATE OF SOUTH CAROLINA    )  
   )  
 COUNTY OF SPARTANBURG    )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named **Beau L Outz** sign, seal and as (his/her) act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.

Betty L. Holt

Sworn to before me this 26<sup>th</sup> day of June, 2012

Susan M. Betenbaugh  
 Notary Public for South Carolina  
 My Commission Expires: 10.28.15

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 4<sup>th</sup> day of June, 2012.

Betty L. Holt

Betty L. Wood

Susan D. Richey

Susan D Richey  
141 Williston Way  
Moore, SC 29369  
Lot# 28

STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

PROBATE

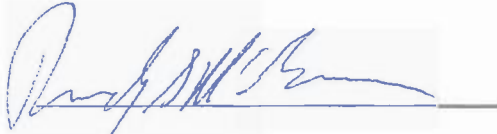
PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named **Susan D Richey** sign, seal and as (his/her) act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.

Betty L. Holt

Sworn to before me this 4<sup>th</sup> day of June, 2012

Ausie M. Biterbaug  
Notary Public for South Carolina  
My Commission Expires: 10-08-15

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 1st day of May, 2012.

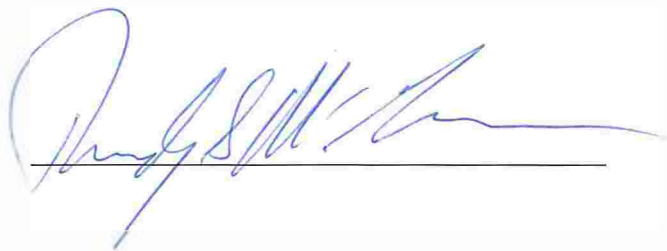


Wanda T Church  
142 Williston Way  
Moore, SC 29369  
Lot# 14

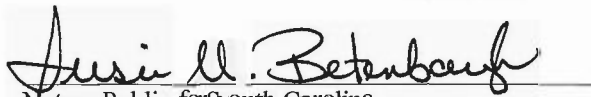
STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named **Wanda T Church** sign, seal and as (his/her) act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.



Sworn to before me this 10th day of July, 2012

  
Notary Public for South Carolina  
My Commission Expires: 10-28-15

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 25<sup>th</sup> day of June, 2012.

Betty L. Holt

Dianne Smith

Dixie Blasingame

Dixie Blasingame  
143 Williston Way  
Moore, SC 29369  
Lot# 27

STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named **Dixie Blasingame** sign, seal and as (his/her) act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.

Betty L. Holt

Sworn to before me this 26<sup>th</sup> day of June, 2012

Justie H. Betenbaugh  
Notary Public for South Carolina  
My Commission Expires: 10.28.15

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 7<sup>th</sup> day of June, 2012.

Frank Scott Carter Dennis D Jefferson

Dennis D Jefferson  
144 Williston Way  
Moore, SC 29369  
Lot# 15

Karen Garber

Frank Scott Carter Juanita M. Jefferson

Juanita Jefferson  
144 Williston Way  
Moore, SC 29369  
Lot# 15

Karen Garber

STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named **Dennis D Jefferson and Juanita Jefferson** sign, seal and as (his/her) act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution of


Frank Scott Carter Frank Scott Carter

Sworn to before me this 26<sup>th</sup> day of June, 2012

Jessie M. Betenbaugh  
Notary Public for South Carolina  
My Commission Expires: 10-28-15



IN WITNESS WHEREOF, the undersigned have set their hands and seals this 28 day of JUN, 2012.


  
 GAMMA  
 145 Williston Way  
 Moore, SC 29369  
 Lot# 26



STATE OF SOUTH CAROLINA    )  
   )  
 COUNTY OF SPARTANBURG    )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named **GAMMA** sign, seal and as (his/her) act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.



Sworn to before me this 28 day of JUN, 2012

  
 Notary Public for South Carolina  
 My Commission Expires: 8-2-2010

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 2<sup>nd</sup> day of June, 2012.

Betty L. Holt

Dianne Smith

Susan M Moore

Susan M Moore  
147 Williston Way  
Moore, SC 29369  
Lot# 25

STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named **Susan M Moore** sign, seal and as (his/her) act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.

Betty L. Holt

Sworn to before me this 26<sup>th</sup> day of June, 2012

Susie M. Betenbaugh  
Notary Public for South Carolina  
My Commission Expires: 10-28-15

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 1<sup>st</sup> day of May, 2012.

[Signature]  
Audree D. Miller

[Signature]  
 Laura K Bailey  
 148 Williston Way  
 Moore, SC 29369  
 Lot# 16

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF SPARTANBURG )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named **Laura K Bailey** sign, seal and as (his/her) act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.

[Signature]  
Audree D. Miller

Sworn to before me this 26<sup>th</sup> day of June, 2012

[Signature]  
 Notary Public for South Carolina  
 My Commission Expires: 10-28-15

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 16<sup>th</sup> day of June, 2012.

Betty L. Holt

Draine Smith

Williams Martin Sierra

Williams Martin Sierra  
149 Williston Way  
Moore, SC 29369  
Lot # 24

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF SPARTANBURG    )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named **Williams Martin Sierra** sign, seal and as (his/her) act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.

Betty L. Holt

Sworn to before me this 26<sup>th</sup> day of June, 2012

Susie M. Betenbaugh  
Notary Public for South Carolina  
My Commission Expires: 10-28-16

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 11<sup>th</sup> day of June, 2012.

Charles Scott Parker

Karen Parker

Elizabeth H Summey

Elizabeth H Summey  
153 Williston Way  
Moore, SC 29369  
Lot# 22

STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named **Elizabeth H Summey** sign, seal and as (his/her) act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.

Charles Scott Parker

Sworn to before me this 20<sup>th</sup> day of June, 2012

Leslie M. Butenbauf  
Notary Public for South Carolina  
My Commission Expires: 10-2-8-15

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 11<sup>th</sup> day of June, 2012.




Sandra J Churchill  
Sandra J Churchill  
156 Williston Way  
Moore, SC 29369  
Lot# 18

Kennan Garber

STATE OF SOUTH CAROLINA   )  
  )  
COUNTY OF SPARTANBURG    )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named **Sandra J Churchill** sign, seal and as (his/her) act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.



Sworn to before me this 26<sup>th</sup> day of June, 2012

Jessie M. Betts  
Notary Public for the State of South Carolina  
My Commission Expires: 10-28-15

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 13 day of June 2012.

  
Kelly J Lister

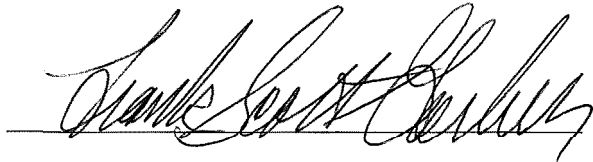
157 Williston Way  
Moore, SC 29369  
Lot# 20




STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

PROBATE

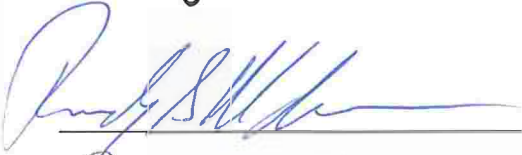
PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named **Kelly J Lister** sign, seal and as (his/her) act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.




Sworn to before me this 26th day of June, 2012

  
Notary Public for South Carolina  
My Commission Expires: 10-28-12

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 1<sup>st</sup> day of May, 2012.

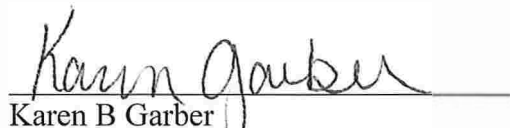




Frank Scott Garber  
158 Williston Way  
Moore, SC 29369  
Lot# 19








Karen B Garber  
158 Williston Way  
Moore, SC 29369  
Lot# 19



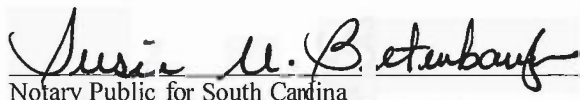
STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named **Frank Scott Garber and Karen B Garber** sign, seal and as (his/her) act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.

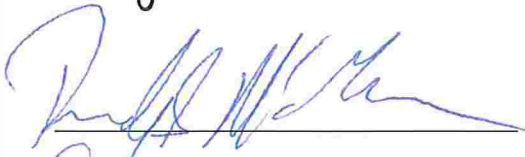


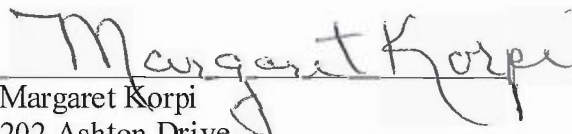
Sworn to before me this 26<sup>th</sup> day of June, 2012

  
Notary Public for South Carolina  
My Commission Expires: 10-28-15



IN WITNESS WHEREOF, the undersigned have set their hands and seals this 1st day of May, 2012.


  
Audrey B. Miller

  
 Margaret Korpi  
 202 Ashton Drive  
 Moore, SC 29369  
 Lot# 1

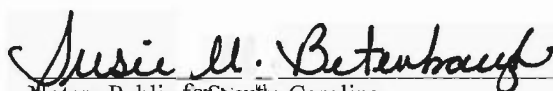
STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF SPARTANBURG )

PROBATE



PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named **Margaret Korpi** sign, seal and as (his/her) act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.


  
Audrey B. Miller

Sworn to before me this 1st day of June, 2012

  
 Julie M. Bettenbaugh  
 Notary Public for South Carolina  
 My Commission Expires: 10-28-15


IN WITNESS WHEREOF, the undersigned have set their hands and seals this 31<sup>st</sup> day of July, 2012.

  
\_\_\_\_\_  
Tonya Manning  
  
\_\_\_\_\_  
Joseph Russo


  
\_\_\_\_\_  
Sean Donnelly  
202 Ashton Drive  
Moore, SC 29369  
Lot# 1

STATE OF FLORIDA                     )  
  )  
COUNTY OF HILLSBOROUGH        )                     PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named **Sean Donnelly** sign, seal and as (his/her) act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.

  
\_\_\_\_\_  
JOSEPH RUSSO

Sworn to before me this 31 day of July, 2012

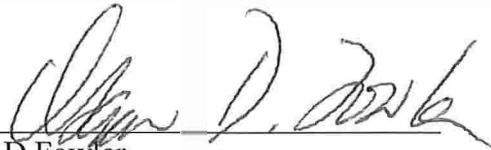
  
\_\_\_\_\_  
Notary Public  
My Commission Expires: Tonya Manning



IN WITNESS WHEREOF, the undersigned have set their hands and seals this 26<sup>th</sup> day of May, 2012.



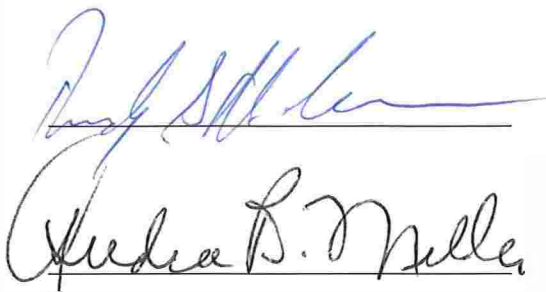
Isaac D Fowler  
203 Ashton Drive  
Moore, SC 29369  
Lot# 55



Fannie E Fowler  
203 Ashton Drive  
Moore, SC 29369  
Lot# 55







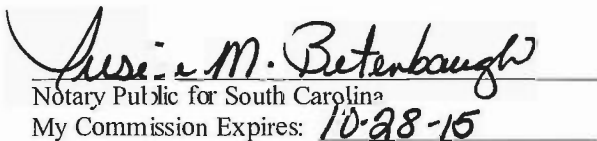
STATE OF SOUTH CAROLINA   )  
  )  
COUNTY OF SPARTANBURG   )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named **Isaac D Fowler and Fannie E Fowler** sign, seal and as (his/her) act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.



Sworn to before me this 26<sup>th</sup> day of June, 2012

  
Notary Public for South Carolina  
My Commission Expires: 10-28-15

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 25<sup>th</sup> day of June, 2012.

Andree L. Miller

Betty D. Lloyd

Betty D Lloyd  
206 Ashton Drive  
Moore, SC 29369  
Lot# 3

Margaret J. Korpi

STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named **Betty D Lloyd** sign, seal and as (his/her) act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.

Andree L. Miller

Sworn to before me this 26<sup>th</sup> day of June, 2012

Musie M. Biterhauf  
Notary Public for South Carolina  
My Commission Expires: 10-28-15

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 19<sup>th</sup> day of June, 2012.

Audree J. Miller

Helen Young

Helen Young  
211 Ashton Drive  
Moore, SC 29369  
Lot# 53

Margaret J. Korpi

STATE OF SOUTH CAROLINA   )  
  )  
COUNTY OF SPARTANBURG   )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named **Helen Young** sign, seal and as (his/her) act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.

Audree J. Miller

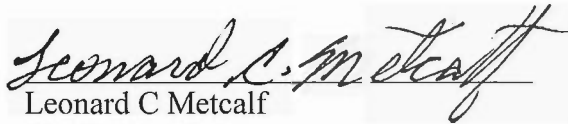
Sworn to before me this 20<sup>th</sup> day of June, 2012

Ausie M. Beterhaus

Notary Public for South Carolina  
My Commission Expires: 10-28-15

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 1<sup>st</sup> day of May, 2012.

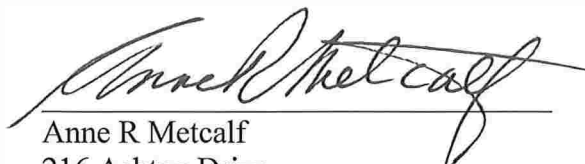




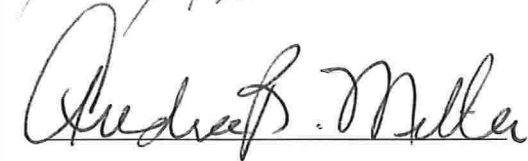
Leonard C Metcalf  
216 Ashton Drive  
Moore, SC 29369  
Lot# 8







Anne R Metcalf  
216 Ashton Drive  
Moore, SC 29369  
Lot # 8



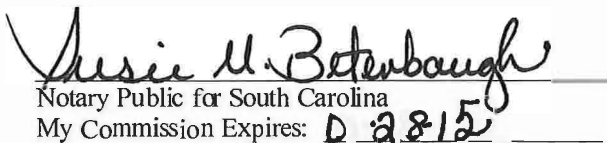
STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named **Leonard C Metcalf and Anne R Metcalf** sign, seal and as (his/her) act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.



Sworn to before me this 26<sup>th</sup> day of June, 2012

  
Notary Public for South Carolina  
My Commission Expires: 0 2815

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 18 day of April, 2012.

Patricio D. Foster

Audree D. Miller

Frances D. Genoble

Frances D Genoble  
217 Ashton Drive  
Moore, SC 29369  
Lot# 50

STATE OF SOUTH CAROLINA   )  
  )  
COUNTY OF SPARTANBURG   )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named **Frances D Genoble** sign, seal and as (his/her) act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.

Patricio D. Foster

Sworn to before me this 18 day of April, 2012

Ausiehl Roterbauf  
Notary Public for South Carolina  
My Commission Expires: 10/8/15



IN WITNESS WHEREOF, the undersigned have set their hands and seals this 17<sup>th</sup> day of June, 2012.

Audree D. Miller

Johnny Robbins

Johnny Robbins  
218 Ashton Drive  
Moore, SC 29369  
Lot# 9

Cynthia Robbins

Audree D. Miller

Cynthia Robbins

Cynthia Robbins  
218 Ashton Drive  
Moore, SC 29369  
Lot# 9

[Signature]

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named **Johnny Robbins and Cynthia Robbins** sign, seal and as (his/her) act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.

Audree D. Miller

Sworn to before me this 26 day of June, 2012

Austin M. Betenbaugh  
Notary Public for South Carolina  
My Commission Expires: 10-28-15

SPARTANBURG, SOUTH CAROLINA  
Office of Notary Public



Re-recorded to Add Exhibit E

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

DEE-2019-491



DEE BK 122-H PG 287-304

Recorded 18 Pages on 01/04/2019 03:36:42 PM  
Recording Fee: \$24.00  
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Dorothy Earle, Register Of Deeds

DEE-2019-584



DEE BK 122-H PG 525-543

Recorded 19 Pages on 01/07/2019 11:19:00 AM  
Recording Fee: \$25.00  
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.  
Dorothy Earle, Register Of Deeds

Bradford Commons Homeowners Association, INC.

RECORDING OF DOCUMENTS PURSUANT TO  
THE SOUTH CAROLINA HOMEOWNERS  
ASSOCIATION ACT (S.C. CODE ANN. §§ 27-30-  
110 TO -170):

1. BYLAWS OF BRADFORD COMMONS HOA
2. AMENDMENT TO BYLAWS OF BRADFORD  
COMMONS HOA
3. BRADFORD COMMONS RESOLUTION 2013-001
4. BRADFORD COMMONS NON-COMPLIANCE  
ASSESSMENT SCHEDULE
5. BRADFORD COMMONS HOA POLICIES AND  
PROCEDURES FOR LIENS & FORECLOSURES

Declaration originally recorded in Book 61-S at Page 164

WHEREAS, the South Carolina Homeowners Association Act (S.C. Code Ann. §§ 27-30-110 to -170) requires Homeowners Associations to record Governing Documents, Rules, Regulations, and amendments thereto; and

WHEREAS, the Declaration of Protective Covenants, Conditions, Restrictions and Easements of Bradford Commons was recorded on August 1, 1994 in the Office of the Register of Deeds for Spartanburg County in Deed Book 61-S at Page 164 (as amended and supplemented, the "**Declaration**"); and

WHEREAS, pursuant to the Declaration, Bradford Commons Homeowners Association, INC is the Homeowners Association for Bradford Commons; and

WHEREAS, Bradford Commons Homeowners Association, INC desires to comply with the recording requirements of the South Carolina Homeowners Association Act by recording its Governing Documents, Rules and Regulations, as amended, that have not already been recorded; and

NOW THEREFORE, in accordance with the foregoing, Bradford Commons Homeowners Association, INC does hereby record the following to comply with the recording requirements of the South Carolina Homeowners Association Act:

1. Bylaws of Bradford Commons Homeowners Association, Inc., attached as **Exhibit A**
2. Amendment to Bylaws of Bradford Commons Homeowners Association INC attached as **Exhibit B**
3. Bradford Commons Board Resolution 2013-001 attached as **Exhibit C**
4. Bradford Commons Non-Compliance Assessments Schedule attached as **Exhibit D**
5. Bradford Commons HOA Policies and Procedures for Liens and Foreclosures, attached as **Exhibit E**

IN WITNESS WHEREOF, Bradford Commons Homeowners Association, INC has by its duly authorized officer set its hand and seal this 3<sup>rd</sup> day of January, 2019.

SIGNED SEALED AND DELIVERED  
in the presence of:

Kelli W. McWhinn  
(witness #1)

Megan M Blackwell  
(witness #2)

Bradford Commons Homeowners Association, INC

By: Ike Fowler (IS)

Print Name: Ike Fowler

Its: President

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF SPARTANBURG    )

ACKNOWLEDGEMENT

I, Tanner C Humphries, Notary Public for the State of South Carolina, do hereby certify that Bradford Commons Homeowners Association, INC, by Ike Fowler, its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 3 day of January, 2019.

Tanner C Humphries  
Notary Public for South Carolina  
My Commission Expires: 7/25/2021

# Exhibit A

## BY-LAWS OF BRADFORD COMMONS HOMEOWNERS ASSOCIATION, INC.

*By-Laws Amended November 29, 2006*

### ARTICLE I NAME AND LOCATION

The name of the corporation is Bradford Commons Homeowners Association, Inc., hereinafter referred to as the "Association". The Association is a non-profit corporation organized under the laws of the State of South Carolina. The principal office of the corporation shall be located at 210 Chestnut Street, Suite 4, Spartanburg, S.C. 29302, but meetings of members and directors may be held at such place within the State of South Carolina, County of Spartanburg, as may be designated by the Board of Directors.

### ARTICLE II DEFINITIONS

Section 1. "Association" shall mean and refer to Bradford Commons Homeowners Association, Inc., its successors and assigns.

Section 2. "Property" shall mean and refer to all that certain piece, parcel or lot of land, and all lots therein, shown upon a plat of "Bradford Commons" prepared for Magnolia Associates, Inc., by Lavender, Smith & Associates, Inc., dated June 21, 1994 and revised July 27, 1994, and recorded in Plat Book 126, page 272, RMC Office for Spartanburg County, and to any revised or supplemental plats showing those lots and recorded in the RMC Office of Spartanburg County.

Section 3. "Common Properties" shall mean and refer to any area, if any, designated as common property upon any of the plats above referred to and to any other property which is designated as common property and deeded to the Association. Furthermore, it shall also mean any and all other property which shall be transferred to the Association to be held, used and owned for the common benefit of the Association and its members.

Section 4. "Lot" shall mean and refer to a subdivided portion of the Property shown and numbered on the plat of the property above referred.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property, but notwithstanding any applicable theory of mortgage law, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding or deed in lieu of foreclosure.

Section 6. "Declarant" shall mean and refer to Magnolia Associates, Inc., which is also designated as the "Developer" in the Declaration.

Section 7. "Declaration" shall mean and refer to the Declaration of Protective Covenants, Conditions, Restrictions and Easements of Bradford Commons dated July 29, 1994, and recorded in Deed Book 61-S, page 164, amended in Deed Book 65-G, page 537, and as might be further amended from time to time.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

### ARTICLE III MEETING OF MEMBERS

Section 1. Annual Meetings. The first regular annual meeting of the members shall be held on the third (3rd) Thursday of December, 1997, (December 18, 1997), at 7:00 P.M., and each subsequent regular annual meeting of the members shall be held *in the spring (April/May) of each year, beginning with the annual meeting for 2007.*

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class "A" membership. Magnolia Associates, Inc., as Developer, is authorized to call an initial Special Meeting upon ten (10) days notice to Owners for organizational purposes and the election of the initial Board of Directors.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least thirty (30) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. For purposes of deciding annual and/or special assessments, a quorum shall be the members present in person or by proxy at any special or annual meeting of members duly called.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the

secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

#### ARTICLE IV

##### **BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE**

Section 1. Number. The affairs of this Association shall be managed by a Board of seven (7) Directors, who must be members of the Association. They may also serve as officers of the Association.

Section 2. Term of Office. At the first annual or special meeting the members shall elect two (2) Directors for a term of one (1) year, two (2) Directors for a term of two (2) years, and three (3) Directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect Directors to replace the one or ones whose terms expire. Board members elected to fill vacancies created by the expiration of the terms of the initial Board shall be elected to serve three (3) year terms. If the initial Board is elected at a special meeting of members held before the first annual meeting in December 1997, the terms of such initial Board members shall begin to run from December 1997, rather than from the date of the special meeting.

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

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

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

#### ARTICLE V

##### **NOMINATION AND ELECTION OF DIRECTORS**

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association, provided, however, the Directors named in the original corporate charter may serve as the Nominating Committee for the initial Board of Directors. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for

election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made only from among members.

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

## ARTICLE VI

### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly, at such place and hour as may be fixed from time to time by resolution of the Board. No special advance notice of such meeting shall be required. Should said 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.

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

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

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) adopt and publish rules and regulations governing the use and maintenance of the Common Properties or otherwise authorized by the Declaration;

(b) suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and

(f) enforce the terms and conditions of the Declaration and to carry out all duties set forth therein or delegated to the Association by the Developer.

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

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class "A" members who are entitled to vote;

(b) appoint and supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) see that the members fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any Lot for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(f) cause the Common Properties to be maintained.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President (who shall at all times be members of the Board of Directors), a Secretary-Treasurer, and such other officers as the Board may from time to time by resolution create. The Officers may also serve as Board members.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

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

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

Section 7. Multiple Offices. Although the offices of Secretary and Treasurer may be held by the same person, no person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

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

#### President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the



Board are carried out; shall sign all contracts or other written instruments and shall co-sign all checks.

#### Vice-President

(b) 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.

#### Secretary

(c) 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.

#### Treasurer

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

### ARTICLE IX

#### COMMITTEES

The Board of Directors may appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

### ARTICLE X

#### BOOKS AND RECORDS

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

ARTICLE XI  
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the monthly rate of one and one-half (1.5%) percent on the unpaid balance to be compounded monthly until paid, and the Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

ARTICLE XII  
CORPORATE SEAL

If needed or required, the Association shall obtain a seal in circular form having within its circumference the words: Bradford Commons Homeowners Association, Inc.

ARTICLE XIII  
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of two-thirds (2/3) of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class "B" membership.

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

ARTICLE XIV  
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of the Bradford Commons Homeowners Association, Inc., do hereby adopt these By-Laws and do now set our hands this 18<sup>th</sup> day of December, 1997.

WITNESSES:

## Exhibit B

STATE OF SOUTH CAROLINA  
COUNTY OF SPARTANBURG

AMENDMENT TO BYLAWS OF BRADFORD  
COMMONS HOMEOWNERS ASSOCIATION,  
INC.

THIS AMENDMENT TO BYLAWS OF BRADFORD COMMONS HOMEOWNERS ASSOCIATION, INC. (the "***Amendment***") is made on the Execution Date (hereinafter defined) by **Bradford Commons Homeowners Association, Inc.**, a South Carolina non-profit corporation (the "***Association***").

WHEREAS, the DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF BRADFORD COMMONS, dated July 29, 1994 and recorded August 1, 1994 in the Office of the Register of Deeds for Spartanburg County in Deed Book 61-S at Page 164 (as further amended and supplemented, the "***Declaration***") encumbered the property known as Bradford Commons subdivision and being more particularly described therein (the "***Property***" or the "***Community***"); and

WHEREAS, the Association promulgated a set of Bylaws dated December 18, 1997 (as amended, the "***Bylaws***");

WHEREAS, pursuant to Article XIII of the Bylaws, the Bylaws may be amended by a vote of two-thirds (2/3) of Members present, in person or by proxy, at any regular or special meeting of the Association at which a quorum is present, and

WHEREAS, the Association, having met the aforementioned requirements of Article XIII of the Bylaws, seeks to amend the Bylaws as set forth herein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Association hereby declares that the Bylaws are amended as follows:

1. **Article IV, Section 1 is hereby deleted in its entirety and replaced with the following:**

Section 1. Number. The affairs of this Association shall be managed by a Board of no less than three (3) and no more than seven (7) Directors, as determined by the Association, who must be Members in good standing of the Association. Directors may also serve as officers of the Association.

2. **Article VII, Section 1(a), (b), and (f) are hereby deleted in their entirety and replaced with the following:**

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

(a) promulgate, modify, and enforce reasonable rules and regulations pursuant to Section 42(E) of the Declaration.

(b) suspend the membership rights of an Owner who is delinquent in their payment of Assessments or otherwise in violation of the Declaration, these Bylaws, or the rules and regulations of the Association pursuant to Section 42(D)(4) of the Declaration.

(f) enforce the terms and conditions of the Declaration, these Bylaws, and the rules and regulations of the Association pursuant to Section 42 of the Declaration, and carry out all duties set forth in the Declaration.

3. All capitalized terms not defined herein shall have the meaning set forth in the Bylaws and the Declaration.

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

5. If any term or condition of the Bylaws conflicts with the terms or conditions of the Declaration, the terms and conditions of the Declaration shall control.

IN WITNESS WHEREOF, the Association has by its duly authorized officer set its hand and seal this 10 day of July, 2012 (the "Execution Date"), and by doing so acknowledges and affirms that the amendment requirements of Article XIII of the Bylaws have been met and therefore the provisions contained in this Amendment have been duly approved and authorized by the Members of the Association.

**WITNESSES:**

Betty L. Hott  
(witness #1)

[Signature]  
(witness #2)

**ASSOCIATION:**

**Bradford Commons Homeowners Association, Inc.**

By Andree B. Miller  
Print Name: Andree B. Miller  
Its: President

STATE OF SOUTH CAROLINA )  
COUNTY OF Spartanburg )

**ACKNOWLEDGEMENT**

I, Susie M. Betenbaugh, a Notary Public for the State of South Carolina, do hereby certify that Bradford Commons Homeowners Association, Inc., by Andree B. Miller, 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 10<sup>th</sup> day of July, 2012.

Susie M. Betenbaugh  
Notary Public for South Carolina  
My Commission Expires: 10-28-15

## Exhibit C

### BRADFORD COMMONS RESOLUTION 2013-001

WHEREAS Bradford Commons has Declarations of Covenants, Conditions, Restrictions, and Easements recorded in Deed Book 61 on Page 179 at the Spartanburg County Register of Deeds Office in the State of South Carolina which establishes Bradford Commons as a Home Owners Association and,

WHEREAS this Declaration was further amended on July 10, 2012 recorded in Deed Book 101 E on Page 375 and,

WHEREAS this Declaration contains use restrictions, the Bradford Commons Homeowners Association may from time to time establish Rule and Regulations and Bylaws, collectively herein after referred to as the governing documents, that binds all property within the community and charges the Bradford Commons Board of Directors with the enforcement of the governing documents and,

WHEREAS the Bradford Commons Board of Directors desires to establish a fair and equitable procedure to remedy breeches of the governing documents,

NOW, THEREFORE, BE IT RESOLVED THAT the Bradford Commons Board of Directors will establish the following governing documents enforcement procedures.

1. A breach of the Bradford Commons governing documents is reported to the Associations Management Company by a member of the Bradford Commons Home Owners Association by the completion of the Bradford Commons Resident Complaint Form.
2. The Association's Management Company will research the governing documents to determine if the report is accurate. If in the Management Company's opinion a violation has occurred, the Bradford Commons Board of Directors will be notified and it will visit the property to verify the accuracy of the report.
3. When the breach is confirmed by the Bradford Commons Board, the board will communicate in writing to the Management Company to send the Notice of Violation letter to the registered owner of the property which is in violation. This letter will be sent from the office of the Management Company and more specifically from the Management Company's staff member who would be charged with compelling compliance with the governing documents within the community.
  - a. This letter will notify the owner of the specific portion of the governing documents that the property is violating, the exact wording of the governing documents, the specific steps to be taken to remedy the breach and a specific time in which the breach may be remedied without further actions being taken by the Bradford Commons Home Owners Association.
  - b. If the breach is remedied within the time period no further action will be taken.

BRADFORD COMMONS RESOLUTION 2013-001

4. A member of the Bradford Commons Board of Directors or a member of a committee which may be established for this purpose will verify at the expiration of this time period that the breach is either remedied to the satisfaction of the Association or that the property continues to be in violation of the use restriction identified in the notification letter.
5. Upon verification that the breach is ongoing past the time period set forth in the Notice of **Violation** letter the Bradford Commons Board will cause a **Notice of Failure to Comply** letter to be sent to the registered owner of the property that remains in violation. This letter will be sent from the office of the Management Company and more specifically from the Management Company's staff member who would be charged with compelling compliance with such use restrictions within the community.
  - a. This letter will reference the Notice of **Violation** letter and detail the specific use restriction that the property is violating, the specific steps to be taken to remedy the breach, a specific time in which the breach may be remedied without further actions being taken by the Bradford Commons Home Owners Association and the actions that may be taken by the Association to remedy the breach.
  - b. This letter will notify the registered owner of the violating property of the association's intent to recover all cost associated with any and all remedy actions taken by the Association from the registered owner of the property that remains in violation.
  - c. If the breach is remedied within the time period no further action will be taken.
6. A member of the Bradford Commons Board of Directors or a member of a committee which may be established for this purpose will verify at the expiration of this time period that the breach is either remedied to the satisfaction of the Association or that the property continues to be in violation of the use restriction identified in the notification letter.
7. Upon verification that the breach is ongoing past the time period set forth in the **Notice of Failure to Comply** letter the Bradford Commons Board of Directors will convene in Executive Session either in person or by any other means approved by the Board for the purpose of taking a vote to determine the remedy action to be taken by the Association. Upon a majority vote by the Board of Directors of the Association the President will notify the Executive Officer of the Management Company in writing to proceed with the affirmed action.
8. Upon notification from the Board of their decision to proceed and the action to be taken, a **Notice of Legal Action** letter will be sent by certified US Mail to the registered owner of the property that remains in violation. This letter will be sent

## BRADFORD COMMONS RESOLUTION 2013-001

from the office of the Executive Officer of the Management Company who oversees the Management of the community.

- a. This letter will reference the **Notice of Violation** letter and the **Notice of Failure to Comply** letter. This letter will detail the failure of the owner to bring his property into compliance, an additional grace period to comply, the intent of the association to bring legal actions against the registered owner of the property if the breach is not remedied within this grace period, the Association's intent to recover all costs associated with any and all remedy actions taken by the Association from the registered owner of the property that remains in violation. These costs will include but are not limited to the cost of the **Notice of Legal Action** letter, attorney's fees, court cost, contractor invoices, and administrative fees. These legal actions may take the form of **Assessments for Non-compliance**, Self Help remedies as permitted by the governing documents or actions being taken in the courts.
  - b. If applicable, the Association's Attorney will be copied on this letter in order to prevent any undue delays. Further, if this action has been referred to the Attorney the registered owner of the property which remains in violation must make all communications with the Association's Attorney.
  - c. If the Bradford Commons Board of Directors issues an Assessment for Non-compliance the assessment structure will be detailed in this notice. These assessments will be collected in accordance with the governing documents and association policy.
9. A member of the Bradford Commons Board of Directors or a member of a committee which may be established for this purpose will verify at the expiration of this time period that the breach is either remedied to the satisfaction of the Association or that the property continues to be in violation of the governing documents identified in the notification letter.
  10. Upon verification that the breach is ongoing past the time period set forth in the **Notice of Legal Action** letter the Management Company will move forward with the appropriate actions as previously determined by the Board. All of the preceding actions taken by the Management Company will be deemed as authorized by the Board.
  11. The Bradford Commons Board of Directors will cause payment to be remitted to cover all cost for such remedy actions paid from Association funds at the time service is rendered. The Board will take all actions necessary to recover this cost from the violating home owner. These collection actions will be pursuant to the governing documents and published association policies.



BRADFORD COMMONS RESOLUTION 2013-001

APPROVED:

DATE:

April 30, 2013

PRESIDENT:

Audree S. Miller

VICE PRESIDENT:

Margaret Korpi

SECRETARY:

Betty Holt

TREASURER:

Carolyn Wrigate

AT-LARGE:

Scott Barker

AT-LARGE:

Betty L. Wood

## Exhibit D

# BRADFORD COMMONS NON-COMPLIANCE ASSESSMENTS

### ACTIONS THAT START AND STOP

Declaration Section Number and Title		First Non-Compliance*	Second Non-Compliance	Third Non - Compliance
8	Prohibits Building Materials	\$ 25.00	\$ 50.00	\$ 100.00
9	Trailers and Mobile Homes	\$ 25.00	\$ 50.00	\$ 100.00
10	Requirements for Driveways	\$ 25.00	\$ 50.00	\$ 100.00
14	Fencing	\$ 25.00	\$ 50.00	\$ 100.00
15	Business Activities	\$ 25.00	\$ 50.00	\$ 100.00
16	Nuisance and Offensive Activities	\$ 25.00	\$ 50.00	\$ 100.00
17	Boats and Rec. Vehicles	\$ 25.00	\$ 50.00	\$ 100.00
19	Swing sets, Sandboxes, Gym set and so on	\$ 25.00	\$ 50.00	\$ 100.00
20	Above Ground Pools	\$ 25.00	\$ 50.00	\$ 100.00
21	No Temporary Residences	\$ 25.00	\$ 50.00	\$ 100.00
22	Animals	\$ 25.00	\$ 50.00	\$ 100.00
23	Trash Receptacles	\$ 25.00	\$ 50.00	\$ 100.00
24	Clothes lines	\$ 25.00	\$ 50.00	\$ 100.00
25	Screening of Yard Equipment	\$ 25.00	\$ 50.00	\$ 100.00
26	Television Antennas/Satellite Dishes	\$ 25.00	\$ 50.00	\$ 100.00
27	Completion of Improvements	\$ 25.00	\$ 50.00	\$ 100.00
28	Good Appearance and Repair	\$ 25.00	\$ 50.00	\$ 100.00
29	Signs	\$ 25.00	\$ 50.00	\$ 100.00
32	Fuel Tanks	\$ 25.00	\$ 50.00	\$ 100.00
33	Fireworks	\$ 25.00	\$ 50.00	\$ 100.00
34	Mail Receptacles	\$ 25.00	\$ 50.00	\$ 100.00

### Simple (Observed) Verification

7	New Structures without ARC Review/Approval	\$ 100.00	\$ 200.00	\$ 300.00
17	Inoperable Vehicle/Parts Store on Lot	\$ 75.00	\$ 100.00	\$ 200.00

\*Circumstances, determined by the Board of Directors, may only involve a Notice of Violation.

## **Exhibit E**

### **Bradford Commons HOA Policies and Procedures for Liens & Foreclosures Effective January 2018**

- (1) Beginning in 2018 and thereafter, a lien will be placed on any property that is delinquent with their assessment after the proper time listed in our covenants. Our covenants say 30 days after being delinquent that a lien **can** be placed on that property. The following is the definition of being 30 days delinquent for placing a lien on a property. The assessment is due on December 31<sup>st</sup> every year and the property owner is given a 30 day grace period. At the end of the grace period, another bill which is the Notice of Failure to Comply will be issued with interest. If the assessment is not paid in 30 days after that, a Final Demand Letter will be sent including interest. If there is no response or payment within 10 days, then this will be sent to the lawyer to place a lien on the property. If after 2 years, no payment is made, foreclosure proceedings will be started through our lawyer at Hinson.
- (2) These are policies that must be enforced according to our covenants. This is something we do not like to do, but something we have to do to make it fair for those that are paying yearly to keep our neighborhood a great place to live. All covenants and restrictions must be enforced. The new laws that have been placed on management companies and the HOA require us to go through a lawyer. Therefore there are the substantial lawyer fees plus the amount owed to the HOA. These amounts can increase dramatically and are going to be a tremendous amount more than the nominal assessment fee of \$200 per year. When a property is bought in Bradford Commons, you are a member of the HOA and are required to pay the assessments for lights, water, landscaping, etc. If these fees are not paid in a timely manner, action will be taken by Hinson and our lawyer.
- (3) Please refer to the covenants and restrictions for Bradford Commons on the Hinson website.

Bradford Commons Board of Directors