

STATE OF SOUTH CAROLINA ) EASEMENTS AND PROTECTIVE  
 ) COVENANTS FOR  
COUNTY OF GREENVILLE ) BROWNSTONE CROSSING SUBDIVISION

These restrictive and protective covenants made this 14 day of March, 2007, by Rosewood of the Piedmont, Inc., a South Carolina Corporation company organized and existing under the laws of the State of South Carolina, herein referred to as Declarant:

WITNESSETH

Whereas, Declarant desire to create a residential community in accordance with a uniform plat of development to preserve and maintain the property values, to maintain the natural beauty of the property, to guard against construction thereon of poorly designed or proportioned structures built of improper or unsuitable materials, to obtain harmonious architectural scheme and to create a livable environment for the benefit of future purchasers of the property; and

WHEREAS, Declarant deems it desirable, to accomplish the said purpose, to create an ARCHITECTURAL CONTROL COMMITTEE to which should be delegated the powers of administration of some of the aforesaid functions; and

WHEREAS, Declarant, ATIMA Homes, LLC and Hanson Homes, Inc. currently are the sole record title holder to the herein-described property;

NOW, THEREFORE, for and in consideration of the aforementioned considerations, and in further consideration of the mutual covenants, conditions, reservations, servitudes, and easements created herein for the benefit of the Declarant, Developer, their successors and assigns, and the future owners of the property, the undersigned hereby declare, create, and impose upon the herein-described property the following covenants, restrictions, easements, reservations, and servitudes, which are hereby declared to be covenants running with the land:

ARTICLE I  
REAL PROPERTY SUBJECT TO THIS DECLARATION

The real property which shall be held, transferred, sold, conveyed, and occupied subject to these covenants consists of all that real property shown and described on the Hanson Homes, Inc. plat of BROWNSTONE CROSSING dated July 26, 2006, and recorded on September 1, 2006 in Office of the RMC for Greenville County, South Carolina, in Plat Book 1018 at Page 35 (hereinafter



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referred to as the property).

In the event of any conflict with the provisions hereof and any zoning ordinances or statutes or to subdivision laws or regulations that may be in effect on the date of the recording of these Covenants which would require a more stringent or strict standard, regulation, or use than required herein, then the terms, conditions, and requirements of such more stringent zoning or subdivision law, statute, or ordinance shall prevail.

## **ARTICLE II USES PROHIBITED AND PERMITTED IN RESIDENTIAL AREAS**

All lots designated on the above-described recorded plat shall be solely for single-family residential dwellings, and Declarant impose the following covenants and restrictions on use of the property:

- 1) No professional office, business, trade, or commercial activity of any kind shall be conducted in any building on any lot, or portion thereof, except for a home office.
- 2) No lot shall be used, and no building shall be erected, altered, placed, or permitted to remain on any lot, for any purpose other than the following:
  - a) Construction of one (1) single-family dwelling per lot.
  - b) Accessory buildings, including one private garage per lot, but garage apartments are prohibited.
  - c) Temporary building for uses incidental to construction work, which building shall be removed upon completion or abandonment of the construction work. Any structure under construction must be completed within one year from the date of the commencement of its construction.
  - d) No house trailer or mobile home shall be placed on any lot, either temporarily or permanently. There shall be no school buses, camper, or any other similar vehicle placed on any lot at any time for use as storage or as living quarters. No unlicensed vehicle or trailer is permitted to remain on any lot. Any recreation vehicle must be parked at the rear of the residence.

- e) No signs or bulletin boards shall be permitted on any lot except when used in connection with the sale of said lot or when used by the building contractor during the period of construction of a building on a lot.
  - f) No animals, livestock, or poultry of any kind, other than domestic house-pets, shall be kept or maintained on the property, and no livestock, poultry, or house-pets shall be kept on any property for commercial purposes. No dog with vicious tendencies, including, but not limited to, Pit Bulls, Rottweiler, and Dobermans, shall be permitted on the property.
  - g) No noxious or offensive activity shall be carried on, nor shall anything be done which may be or become an annoyance or nuisance to other residents or owners of lots in the subdivision.
  - h) No tractor/trailer trucks will be permitted to remain parked upon the property or subdivision streets for a period of time to exceed one (1) day.
- 3) Any outbuilding shall be constructed so as to be compatible with the main dwelling on the property and shall be approved by the Architectural Committee.
  - 4) All buildings constructed on any lot shall have front and side building setback requirements that are consistent with the requirement mandated by the controlling Greenville County zoning or building authority.
  - 5) There shall be no more than one principal dwelling and its accessory building on each lot, and no more than one family shall occupy a dwelling on any lot.
  - 6) All residences constructed in the subdivision shall contain a minimum of thirteen hundred (1,300) square feet of heated floor space exclusive of porches, garages, or breeze-ways, provided, however, that a two-story dwelling shall contain a minimum of seventeen hundred (1700) square feet with a minimum of nine hundred feet (900) square feet of heated floor space on the first, or ground floor. Each dwelling must also have a minimum of a one (1) car garage.
  - 7) No lot shall be used or maintained as a dumping ground for rubbish. All trash, garbage, or waste shall be kept at all times in sanitary containers. All incinerators or other equipment that is used for the

storage or disposal of waste material shall be kept in a clean and sanitary condition.

- 8) All Sewage disposals shall be by septic tank or public sewage if available.
- 9) No trailer, basement, shack, garage, barn or other outbuilding erected upon a lot shall, at any time, be used as a residence, either temporarily or permanently, nor shall any structure of a temporary character, nor any structure which is unfinished or incomplete, be used as a residence.
- 10) No lot shall be used for repair work on automobiles or other vehicles, whether performed by the owner or otherwise.
- 11) The Declarant reserves to itself, its successors or assigns, the right to re-plat any residential lot or lots within the property for the purpose of making such lot or lots suitable for use as a residential building site.
- 12) All driveways on each lot shall be of either asphalt or concrete construction, the thickness of which must be approved in writing by the ARCHITECTURAL CONTROL COMMITTEE. In the event that an owner of a lot elects to use a material for the driveway other than asphalt or concrete, such material must be approved in writing by the ARCHITECTURAL CONTROL COMMITTEE prior to the installation of the driveway material.
- 13) The construction and installation of fences on any lot must have prior written approval by the Architectural Control Committee. Any fence erected without such prior approval shall be removed by the committee at the lot owners expense, and permission for such removal is granted to the committee by the owner thereof.
- 14) All yards and vacant lots shall be maintained and kept in a neat, clean, and orderly manner. If a dwelling is completed on a lot, the yard must be grassed and the grass must be cut at reasonable intervals. If the lot is vacant, the lot must be kept free of trash and debris.
- 15) No sign of any kind shall be displayed in public view on any lot except for a sign advertising the property for sale or rent or a sign normally used by a building contractor for advertising and identification during the construction and sale period. Such signs shall be no larger than

three feet by three feet in area. No lot owner, other than the Declarant, may erect a directional sign on the streets or right of way within the subdivision. Temporary garage sale or yard sale signs are permitted, but such signs must be removed no later than 5:00 p.m. on the day of the sale.

- 16) No tower or satellite dish may be placed on the property without prior approval of the Architectural Committee.
- 17) The perimeter fence shall remain undisturbed and will be maintained by the homeowners association and will not be altered in any fashion by any homeowner.

### **ARTICLE III EASEMENTS**

The Declarant reserves, and is given, a perpetual, alienable, and releasable easement for the installation of utilities (including, but not limited to, water, electricity, telephone, cable TV, gas, and sewer) and drainage over, in, and under a five (5) foot strip parallel to, and tangent with, all side lot lines of any interior lot and over, in, and under a five (5) foot strip parallel to and tangent with all lot lines that are on the exterior boundary of the subdivision and over, in, and under a five (5) foot strip parallel to and tangent with all rear lot lines of any lot, as well as in and to all existing easements for water, gas, drainage, electricity, cable TV, and sewer. The Declarant further reserves to itself such easement rights as are specifically shown on the recorded subdivision plat. The Declarant shall have the unrestricted and sole right and power to alienate, convey, and release the easements reserved under the terms of this paragraph. All such easements, including those designated on the plat, are and shall remain private easements. In the event that any lot shall be re-divided or re-platted, the side and rear lot line easements herein granted shall apply as originally platted and shall lie along the original lot lines existing at the time of the execution of these covenants. No lot owner, other than the Declarant, shall grant a utility easement to any person or entity across owners lot to any property that is contiguous to the subdivision property.

Easements for drainage of surface water that appear on the subdivision plat are hereby reserved. Each owner of a lot that is subject to a drainage easement shall keep swales planted with grass or other ground cover, free and unobstructed and in good condition. Declarant shall permit the installation of culverts if such become necessary.

Declarant hereby conveys to the owner of each lot in the subdivision a perpetual, non-exclusive easement for access, ingress and egress across the roads shown on the subdivision plat, together with the perpetual right of easement of enjoyment and use in the common areas shown on the subdivision plat.

#### **ARTICLE IV ARCHITECTURAL COMMITTEE CONTROL**

The ARCHITECTURAL CONTROL COMMITTEE is created for the purpose of insuring the development of the real property as an area with a pleasing aesthetic appearance so as to preserve the harmony and consistency of the external design with the appearance of the existing structures in the subdivision. **NO IMPROVEMENTS OF ANY KIND, INCLUDING MODIFICATIONS TO EXISTING STRUCTURES, SHALL TAKE PLACE ON ANY LOT BEFORE BUILDING PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BY THE ARCHITECTURAL CONTROL COMMITTEE.**

The ARCHITECTURAL CONTROL COMMITTEE shall be composed of Randy Hanson and Mark Nyblom. In the event that either of the aforementioned persons is unable to perform his duties on the ARCHITECTURAL CONTROL COMMITTEE, the vacancy on the ARCHITECTURAL CONTROL COMMITTEE shall be filled by such person as is selected by Declarant but either may act for the committee.

At such time as Declarant has sold all of the lots in the subdivision, the ARCHITECTURAL CONTROL COMMITTEE shall be appointed by the prevailing homeowners association and shall have the duties and responsibilities set forth herein.

In the event that the ARCHITECTURAL CONTROL COMMITTEE fails to approve or disapprove any matter within the scope of its authority within forty-five (45) days after its being submitted, prior approval by the ARCHITECTURAL CONTROL COMMITTEE shall be deemed to have been granted and no suit or claim against the party submitting the proposal shall thereafter be available to the ARCHITECTURAL CONTROL COMMITTEE or to any owner in the subdivision.

Applications for approval as required herein shall be made to the ARCHITECTURAL CONTROL COMMITTEE or to any member thereof. Each application for approval must bear a date of receipt and be initialed by a representative of the ARCHITECTURAL CONTROL COMMITTEE and the owner or his representative submitting the application, and the date of delivery of the plan to the ARCHITECTURAL CONTROL COMMITTEE shall be the date of the commencement of the forty-five day approval period.

Prior to commencement of construction of any addition or improvement to an existing dwelling or structure on a lot in the subdivision, the lot owner shall submit to the ARCHITECTURAL CONTROL COMMITTEE the plans and specifications, including elevations and plats, which shall contain and reveal all pertinent information necessary for the committee to act thereon. If the committee requests from the owner additional information, the forty-five days for approval shall be extended by the number days from the date of the committees request for the additional information and the date that the information is produced by the owner. The committees approval or disapproval shall be in writing, addressed to the owner at the address given to the committee by the owner when the plans were submitted. If the committees decision is not hand delivered, the date of delivery to the owner shall be the date on which the decision was placed in the US mail, postage paid, and addressed to the owner, or the date of the placing of the decision in an overnight-delivery collection receptacle.

#### **ARTICLE V WAIVER OF SETBACK, LOCATION, AND SIZE OF IMPROVEMENTS**

The ARCHITECTURAL CONTROL COMMITTEE is authorized to waive compliance with, approve, or ratify in the construction or alteration of any building or structure upon the real property, or the use or failure to use any of the requirements set forth herein if, in the opinion of all of the members of the ARCHITECTURAL CONTROL COMMITTEE, the same shall be necessary to prevent undue hardship because of special circumstances attendant to the property involved. The waiver, approval, or ratification by the ARCHITECTURAL CONTROL COMMITTEE shall be binding upon all persons, and the powers of waiver herein conferred upon the ARCHITECTURAL CONTROL COMMITTEE shall be construed liberally so as to affect any matters or things included with the terms and conditions of these covenants. Any initial member may sign a waiver.

#### **ARTICLE VI AMENDMENTS AND MODIFICATION**

The terms, provisions, and restrictions set forth herein may be amended upon the written approval by two-thirds of the number of owners of lots in the subdivision. If an owner owns more than one lot, that particular owner shall cast one vote for each lot owned. Any amendment to the terms, provisions, covenants, or restrictions of this Declaration shall become effective only upon the recording in the RMC for Greenville County, South Carolina, of an instrument which (a) sets forth the amendment; (b) states that the approval of two thirds of the owners has been given and obtained; and (c) is signed and acknowledged by each owner consenting to the modification or amendment

No lot owner may impose additional covenants, restrictions, or conditions upon any property in the subdivision without prior approval of the ARCHITECTURAL CONTROL COMMITTEE.

**ARTICLE VII  
TERM AND ENFORCABILITY**

If any owner shall violate any of these covenants without prior approval obtained in the manner set forth herein, it shall be lawful for any owner of any real property in the subdivision to prosecute any proceeding, at law or in equity, against the offending owner to prevent the owner from continuing the violation or to recover damages for such violation. The invalidation of any one or more of these covenants by an order of a court of proper jurisdiction shall not affect the enforceability of the other provisions herein.

If any of the covenants contained herein are contrary to the requirements, policies, or recommendations of HUD, the VA, or any other recognized institution, agency, public or private, granting or insuring loans, and shall render any lot in the subdivision unacceptable for any such loan, then the Declarant shall have the authority to amend, alter, or annul any covenants as may be necessary to make any of the property acceptable and eligible for such loan.

These covenants shall be deemed to be covenants running with the land and shall remain in full force and effect for a period of twenty-five (25) years from the date of recording of these covenants and restrictions, and these covenants shall be automatically extended for successive periods of ten (10) years unless a written agreement executed by a majority of the then lot owners amending, modifying, or canceling these restrictions is recorded.

**ARTICLE VIII  
HOMEOWNERS ASSOCIATION AND  
PROPERTY RIGHTS OF OWNERS**

Every owner shall be a member of the BROWNSTONE CROSSING ASSOCIATION (hereinafter the Association), which membership shall be appurtenant to, and shall pass with, the title to every lot, subject to the following provisions:

- a. The right of the Association to charge reasonable fees for the maintenance of the entrance to the subdivision and of the common areas; and



- b. The right of the Association to suspend voting rights of an owner for any period not to exceed 60 (sixty) days for any infraction of its published rules or regulations.

The Association shall be formed when the Declarant has sold fifty percent (50% ) of the lots within the development. Commencing January 1 of the year following the date on which 50% of the lots have been sold by the Declarant, the Association shall begin collection of necessary assessments from each owner. Each owner, by acceptance of a deed for any lot within the subdivision, whether or not it is expressed in the deed thereto, hereby covenants and agrees to pay to the Association (1) annual assessment charges, and (2) special assessment charges for capital improvements, such assessments to be established and collected as herein provided. The annual and special assessments, together with interest, costs, and reasonable attorneys fees, shall be a charge and a continuing lien on the lot against which each such assessment is made. Each assessment, together with interest, costs, and reasonable attorneys fees, shall also be the personal obligation of the person who was the owner of the lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by such successors.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents, as well as the esthetics, of the subdivision. The Association shall use the funds accumulated by the annual assessment for maintenance of the common areas, to include, but not be limited to, installation and maintenance of lighting, construction of signs, irrigation maintenance of the detention pond, fencing, roads, road signs, and any other component parts of the common areas, and taxes or assessments against the common area.

The amount of the assessments shall be determined by the Association. Assessments are due and payable on June 1 of each year, and the amount of the annual assessment shall be set each year by the Association. The annual assessment shall be prorated according to the days remaining in the calendar year following the date of purchase of the lot.

In addition to the annual assessment, 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, reconstruction, repair, or replacement of a capital improvement in the subdivision, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes from each class of members of the Association voting in person or by proxy at a meeting duly called by the Association.

Written notice of any meeting called for the purpose of levying a special assessment shall be sent to all members not less than thirty (30) days prior to the date of the meeting of the Association. At the first such meeting called, the presence of the members or of proxies entitled to cast sixty (60%) percent of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and at the subsequent meeting, a quorum shall be one half of the required number for a quorum that was required at the first meeting.

Both annual and special assessments must be fixed at a uniform rate for all lots. Special assessments may be collected on a monthly basis if so designated by the Association. The Association shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance for each annual assessment period. Written notice of the annual assessment shall be sent to each owner subject thereto. The due date shall be established by the Association.

Any assessment not paid within thirty (30) days after the date on which it is due shall bear interest from the due date at the legal rate assessed against court judgments in Greenville County. The Association may bring legal action against the owner personally obligated to pay the same or may foreclose the lien against the lot. No owner may waive or escape from liability for payment of the assessments by abandonment of his lot.

#### **ARTICLE IX GENERAL PROVISIONS**

The owner of each lot shall send written notice to the Association of the conveyance of the lot to owner. Owner shall include in the notice owners mailing address for receipt by owner of notices from the Association and a current phone number at which owner may be reached. Owner shall be responsible for giving the Association notice of any change in owners address or phone number, and delivery by the Association of notices to owner at the last address given by owner to the Association shall constitute actual and complete notice to said owner.

Additional residential property may be annexed to the subdivision property. Declarant retains the right to use any lot or lots owned by Declarant as a street or streets for access to the annexed property so as to make the annexed property a part of this subdivision. All properties annexed to the subdivision shall be subject to these covenants and restrictions and shall be annexed only at the absolute sole discretion of the Declarant.

The Association shall maintain all common areas in the subdivision.

A perpetual, non-exclusive easement over the Common Area is hereby granted to each Lot and its Owners, family members and tenants of such Owners, the occupants of such Lot, and guests and invitees of such Owners, tenants, or occupants, for the purpose of providing access, ingress and egress to and from streets, parking areas and walkways serving the Properties.

A conservation easement is hereby granted to the Homeowners Association to satisfy the open space requirements for a cluster development. This easement shall run with the land in perpetuity. This easement shall be solely for the purpose for insuring the open space remains undeveloped and shall not in any way imply the right to public access or any other right or duty not expressly set forth in the easement. This property subject to this easement is shown on the recorded plat and designated as "open space". Said open space may not be further subdivided. Said plat is recorded in Plat Book 1018 at Page 35.

The covenants for the subdivision includes provisions for the protection of trees and other natural amenities within the property designated for open space. The removal of trees and natural vegetation is permitted in the development phases for the purpose of utility easements, passive recreational uses and drainage ways with the written permission of the Planning Commission and the property notations on the final plat. Neither the developer, property owners, nor any advisory or community board shall be granted permission to remove or destroy any trees and natural vegetation from the open space area for passive recreational or any other purposes without the express written permission of the Greenville County Planning Commission or its staff. Normal maintenance and the removal of dead or fallen trees are permitted and recommended.

(SIGNATURES ON FOLLOWING PAGE)

In witness whereof the undersigned has caused this EASEMENTS AND PROTECTIVE COVENANTS FOR BROWNSTONE CROSSING SUBDIVISION to be executed this date and year above-written.

Judith Turner  
Witness  
[Signature]  
Witness

Rosewood of the Piedmont, Inc., Declarant  
[Signature]  
By: Mark Nyblom  
Its: President

WE CONSENT:

Hanson Homes, Inc.  
[Signature]  
By: Clifford Hanson  
Its: President

ATIMA Homes, LLC  
[Signature]  
By: Brad Aho  
Its: Managing Member

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF GREENVILLE )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before the undersigned Notary Public for the State of South Carolina, by the above-subscribed in his/her capacity as the duly appointed and authorized agent for the Declarant this 14th day of March, 2007.

Judith Turner  
Notary Public for South Carolina  
My commission expires 3/14/2010

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Timothy J. Conway



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**FILED IN GREENVILLE COUNTY, SC**

**BYLAWS OF THE  
BROWNSTONE CROSSING HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE I  
NAME AND LOCATION**

The name of the corporation is BROWNSTONE CROSSING HOMEOWNERS' ASSOCIATION, INC. (hereinafter the "Association"). The principal office of the Association shall be located at 16 W. McElhany Road in Taylors, SC. The location of the principal office of the Association may be changed by the Board of Directors. Meetings of Members and directors may be held in such places within Greenville County, South Carolina, as may be designated by the Board of Directors.

**ARTICLE II  
DEFINITIONS**

All terms defined in the Declaration of Covenants, Conditions and Restrictions for the Brownstone Crossing Community, to be recorded in office of the Register of Deeds of Greenville County, South Carolina, (the "Declaration"), shall have the same meanings when used herein.

**ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS**

Membership and voting rights shall be as provided for in the Declaration.

**ARTICLE IV  
MEETINGS OF MEMBERS**

Section 1. Annual Meetings. The regular annual meeting of the Members shall be held in June of each year on the day, at the hour, and at the place specified in the notice to the Members of the meeting.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or a majority of the members of the Board of Directors. After Class B Lots cease to exist, special meetings of the Members shall be called upon the written request of the Members entitled to at least ten percent (10%) of the votes of the entire membership.

Section 3. Place of Meetings. Meetings of the Members shall be held at such place within Anderson County, South Carolina, as may be determined by the Board of Directors.

Section 4. Notice of Meetings. Except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws, 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, to each Member entitled to vote at such meeting, by hand delivery or by mailing a copy of such

notice, postage prepaid, 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. Notice shall be sent by first class mail or hand delivered not less than 30 days or more than 60 days before the date of the meeting. Such notice shall specify the place, day and hour of the meeting, and, in case of a special meeting, the exact purpose of the meeting, including the text of any proposals to be voted on at such special meeting. Waiver by a Member in writing of the notice required herein signed by him before or after such meeting, shall be equivalent to the giving of such notice.

Section 5. Quorum. Except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws, the presence at a meeting of Members or their proxies entitled to cast twenty-five percent (25%) of the votes of the entire membership shall constitute a quorum for any action. If, however, a quorum is not present or represented at any meeting, the Members or their proxies present and entitled to vote thereat shall have power to adjourn the meeting and reschedule a meeting where then ten percent (10%) would constitute a quorum.

Section 6. 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.

Section 7. Informal Action by Members. Any action which may be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by Members holding at least 80% of the voting power of the Association and filed with the Secretary of the Association to be kept in the minute book of the Association.

Section 8. Ratification of the Budget by the Members. The Board of Directors shall adopt a proposed budget for the Association at least annually. Within 30 days after adoption of the proposed budget, the Board of Directors shall send a copy of the proposed budget to the Members and shall give written notice to the Members of a meeting of the Members to consider ratification of the budget, such meeting to be held not sooner than 30 days nor more than 60 days after the mailing of such notice. Such meeting may, but need not be, combined with the annual meeting of the Members. There shall be no requirement that a quorum be present in order to vote on ratification of the budget (although a quorum must be present to vote on other matters). The budget shall be deemed ratified unless at that meeting Members having a majority of the votes of the entire membership vote to reject the budget. If the proposed budget is rejected, the budget last ratified by the Members shall be continued until such time as the Members ratify a subsequent budget proposed by the Board of Directors.

**ARTICLE V  
BOARD OF DIRECTORS**

Section 1. General Powers. The business and affairs of the Association shall be managed by a Board of Directors.

Section 2. Number, Term and Qualification. The number of directors of the Association shall be three, with one director to serve for a term of one year, one director to serve for a term of two years, and one director to serve for a term of three years.

At each annual meeting, the Members shall elect the number of directors needed to fill the vacancy or vacancies created by the director or directors whose term(s) is (are) expiring.

Section 3. Nomination. Nomination for election to the Board of Directors may be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting of the Members. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 4. Election. Except as provided in Section 6 of this Article, the directors shall be elected at the annual meeting of the Members by secret written ballot. In such election, the Members or their proxies may cast, with respect to each vacancy, as many votes as they are entitled under the provisions of Article III of these Bylaws. The person(s) receiving the highest number of votes shall be elected. Neither cumulative voting nor fractional voting is permitted.

Section 5. Removal. Any director may be removed from the Board of Directors, with justified reasons, by a majority vote of a quorum of 25% of Members entitled to vote.

Section 6. Vacancies. A vacancy occurring in the Board of Directors may be filled by the selection by the remaining directors of a successor, who shall serve for the unexpired term of his predecessor. The Members may elect a director at any time to fill any vacancy not filled by the directors.

Section 8. Compensation. No director shall receive compensation for any service he may render to the Association in the capacity of director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

**ARTICLE VI  
MEETINGS OF DIRECTORS**

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least quarterly, without notice, and at such place and hour as may be fixed from time to time by

resolution of the Board of Directors. Should the date of such meeting fall on 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 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 of Directors.

Section 4. Informal Action by Directors. Any action which may be taken at a meeting of the Board of Directors may be taken without a meeting if written consent to the action so taken is signed by all the directors and filed with the minutes of the proceedings of the Board of Directors, whether done before or after the action so taken.

Section 5. Chairman. A Chairman of the Board of Directors of Directors shall be elected by the directors and shall preside over all Board of Directors meetings until the President of the Association is elected. Thereafter, the President shall serve as Chairman. In the event there is a vacancy in the office of the President, a Chairman shall be elected by the Board of Directors to serve until a new President is elected.

## 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 of the Common Area and the personal conduct of the Members and their guests thereon and establishing penalties for infractions thereof, and adopt and publish rules and regulations interpreting and/or supplementing the restrictions and covenants applicable to the Properties, and take any and all actions deemed by the Board of Directors to be necessary or appropriate to enforce such rules and regulations;

(b) suspend a Member's voting rights during any period in which he shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after such notice and hearing as the Board of Directors, in its sole discretion, shall establish, for a period not to exceed 60 days, for infraction of the published rules and regulations of the Association;



(c) exercise for the Association all powers, duties and authority vested in or delegated to the Association by the Articles of Incorporation, these Bylaws, the Declaration, the South Carolina Nonprofit Corporation Act of 1994;

(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 without good cause;

(e) employ a manager (including the Declarant, as provided in the Declaration) and such other employees or independent contractors as it deems necessary and prescribe their duties, and contract with a management company to manage the operation of the Association. In the event that a contract is entered into with a management company, such contract must be terminable by the Board of Directors without cause or penalty on not more than ninety (90) days' notice and any management contract made with the Declarant shall be for a period not to exceed three years and such contracts cannot be automatically renewed but must be reviewed by the Board;

(f) employ attorneys, accountants and other persons or firms to represent the Association when deemed necessary;

(g) grant easements for the installation and maintenance of sewage, utility or drainage facilities upon, over, under and across the property owned by the Association without the assent of the Members when such easements are necessary for the convenient use and enjoyment of the Properties; and

(h) appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient.

The Board of Directors may, in its discretion, delegate any of its powers to a subcommittee of the Board of Directors, an officer of the Association, or a manager, agent or attorney employed by the Association, provided, however, that such delegation shall not relieve the Board of Directors of its obligation to ensure that the duties set forth in this Article VII are faithfully carried out or that the powers so delegated are appropriately exercised by such delegate.

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 at least five (5) working days before such meeting by Members entitled to at least one-fourth (1/4) of the votes appurtenant to the Class A Lots;

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

(c) as provided in Section 8 of Article IV of these Bylaws, adopt annual budgets and obtain Member ratification thereof, and establish and enforce procedures for collection of assessments and for filing and enforcement of liens for unpaid dues as provided in the Act;

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

(e) procure and maintain: (i) adequate liability insurance covering the Association; (ii) officers' and directors' errors and omissions insurance; and (iii) full replacement value hazard insurance on the real and personal property owned by the Association;

(f) cause the Common Area and all facilities erected thereon and any portions of any Lot or Unit for which the Association has maintenance responsibility to be maintained;

(g) establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the improvements constructed on the Common Area;

(h) provide such notices to and obtain such consents from the owners and holders of first mortgages on Lots within the Properties as is required by the Declaration or these Bylaws;

(i) pay all ad valorem taxes and public assessments levied against the real and personal property owned in fee by the Association; and

(j) hold annual and special meetings and elections for the Board of Directors.

**Section 3. Enforcement.** In addition to such other rights as are specifically granted in the Articles of Incorporation, the Declaration or these Bylaws, the Board of Directors shall have the power, pursuant to the procedures set forth in this Section, to impose sanctions for violations by a Owner, a member of his family, or any occupant, tenant, employee, guest or invitee of the Owner, of the Declaration, these Bylaws, rules and regulations adopted Association or the Restrictive Covenants applicable to the Properties (hereinafter individually and collectively referred to as the "Rules"), which sanctions may include, but are not limited to, reasonable monetary fines, not to exceed the greater of the costs actually incurred by the Association in abating such violation including, without limitation, attorney's fees, or \$10.00 per day, or part thereof, in which the violation continues to exist for a first violation, \$25.00 per day for a second violation of the same rules or regulations, and \$100.00 per day for a third or subsequent violation, and which fines shall constitute a lien upon the Lot of the Owner, and suspension of the right to vote and the right to use any recreational amenities within the Common Area. In the event that a deadline is not met, any and all fines will be retroactive. In addition, the Board of Directors may suspend any services provided by the Association to an Owner or the Owner's Lot if the Owner is delinquent in paying any assessment or other charges owed to the Association.

The failure of the Board of Directors to enforce any of the Rules shall not be deemed a waiver of the right to do so thereafter.

(a) Notice. Before imposition of any sanction, the Board of Directors or its delegate shall give the Owner written notice describing: (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed; (iii) a period of not less than 15 days within which the Owner may present a written request for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a request for a hearing is received by the Board of Directors before the end of the period set forth in such notice (the "Notice Period"). Such notice will be sent by certified mail, return receipt requested. Notice sent by certified mail shall be deemed received on the third business day after same is deposited in the United States Mail. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting, unless the appearance is made to protest the lack of notice.

If a request for a hearing is not received before the end of the Notice Period, the sanction stated in the notice shall be imposed; provided, however, that the Board of Directors may waive any proposed sanction if the violation is cured before the end of the Notice Period. Such waiver shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any person.

(b) Hearing. If a hearing is timely requested, the hearing shall be held by the Board of Directors in executive session. The Owner shall be afforded a reasonable opportunity to be heard. A written statement of the results of the hearing and the sanction, if any, imposed, shall be placed in the minutes of the Board of Directors.

(c) Additional Enforcement Rights. Notwithstanding anything to the contrary in this Article, the Board of Directors may elect to enforce any provision of the Rules, without the necessity of compliance with the notice and hearing procedures set forth herein, by self-help methods (specifically including, but not limited to, the towing of Owner and tenant vehicles parked in violation of parking rules) or by action at law or in equity to enjoin any violation or to recover monetary damages or both. In any such action, to the maximum extent permissible, the Association shall be entitled to recover all costs or such action, including reasonable attorney's fees incurred. Any entry onto any Lot for purposes of exercising this power of self-help shall not be deemed as trespass.

## **ARTICLE VIII OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Offices. The officers of the Association shall be a President, who shall at all times be a member of the Board of Directors, a Secretary, a Treasurer, and such Vice President(s) and other officers as the Board of Directors may from time to time by resolution appoint.

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 the Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless they shall sooner resign, be removed, or be otherwise disqualified to serve.

**Section 4. Special Appointments.** The Board of Directors 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 of Directors may from time to time determine.

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

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

**Section 7. Multiple Offices.** 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. Notwithstanding the foregoing, the offices of Secretary and Treasurer may be held by the same person.

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

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

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

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

(d) Treasurer. The Treasurer shall: receive and deposit in appropriate bank accounts all funds of the Association and disburse such funds as directed by resolution of the Board of Directors; review financial statements if an outside manager is keeping the Association books; keep proper books of account or review books if these are maintained by an outside management company; issue, or cause to be issued, all requested certificates setting forth whether the assessments applicable to a specific Lot have been paid; cause an annual audit of the Association books to be made by an independent public accountant at the completion of each fiscal year; prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the Members; review any and all contracts for the Association; and, if directed by resolution of the Board of Directors, sign all checks of the Association.

## **ARTICLE IX COMMITTEES**

The Board of Directors of the Association shall appoint a Nominating Committee as provided in Section 3 of Article V of these Bylaws. The Board of Directors shall appoint an architectural committee and such other committees as it deems necessary to carry out the affairs of the Association.

## **ARTICLE X BOOKS AND RECORDS**

Section 1. Inspection by Members. The membership register (including names, mailing addresses, telephone numbers and voting rights), books of account and minutes of meetings of the Members, of the Board of Directors (including drafts and summaries), and of committees shall be made available for inspection and copying by any Member of the Association, or by his duly appointed representative, at any reasonable time and for a purpose reasonably related to his interest as a Member, at the principal office of the Association. The Board of Directors minutes shall be available to Members within thirty days of the meeting, and shall be distributed to any Member upon request and upon reimbursement of the costs in making that distribution.

Section 2. Rules for Inspection. The Board of Directors shall establish reasonable rules with respect to:

- (a) Notice to be given to the custodian of the records by the Member desiring to make the inspection;
- (h) Hours and days of the week when such an inspection may be made; and
- (c) Payment of the cost of reproducing copies of documents requested by a Member.

Section 3. Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical

properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents, at the expense of the Association.

## **ARTICLE XI MISCELLANEOUS**

Section 1. Amendments. These Bylaws may be amended by a majority of the directors holding office, provided, however, that such amendment may not be in contravention of any provision of the South Carolina Nonprofit Corporation Act of 1994.

Subject to the provisions of South Carolina Nonprofit Corporation Act of 1994, these Bylaws may be amended if such amendment is approved by: (i) the Board of Directors; (ii) Members entitled to cast at least fifty-one percent (51%) of the votes of the Association; and (iii) so long as Declarant owns any Lots within the Subdivision, by the Declarant, provided, however, that such amendment may not be in contravention of any provision of the South Carolina Nonprofit Corporation Act of 1994.

Section 2. Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Section 3. Fiscal Year. 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.

Section 4. Gender. Any use of the masculine gender in these Bylaws shall be construed to include the feminine gender. Any use of the singular shall be construed, as appropriate, to include the plural, and *vice versa*.

Section 5. Severability. If any provision of these Bylaws or the application thereof to any person or circumstances shall be held invalid or unenforceable to any extent by a court of competent jurisdiction, such provision shall be complied with or enforced to the greatest extent permitted by law as determined by such court, and the remainder of these Bylaws and the application of such provision to other persons or circumstances shall not be affected thereby and shall continue to be complied with and enforced to the greatest extent permitted by law.

Section 6. Declaration. The Declaration is incorporated into these Bylaws by reference.

**[SIGNATURE / CERTIFICATION PAGE ATTACHED]**

**CERTIFICATION**

I, the undersigned, do hereby certify:

That I am the President of Brownstone Crossing Homeowners' Association, Inc., a South Carolina non-profit corporation, and

That the foregoing Bylaws constitute the original Bylaws of the Association, and have been duly adopted.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association, this 2nd day of June, 2008.

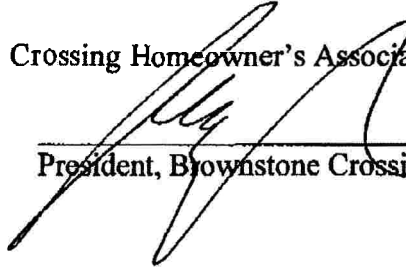
  
\_\_\_\_\_

Witness

  
\_\_\_\_\_

Witness

Brownstone Crossing Homeowner's Association, Inc.

  
\_\_\_\_\_

President, Brownstone Crossing HOA

**UNIFORM ACKNOWLEDGEMENT**

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

The foregoing instrument was acknowledged before me this 2nd day of June, 2008, by Mark Nyblom, President of the Brownstone Crossing Homeowners' Association, Inc.

  
\_\_\_\_\_

Jacqueline Starr Hammond  
Notary Public

My Commission Expires: 04/26/09

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD  
Book: DE 2326 Page: 1895-1905  
2008052041 the 03, 2008 12:56:09

  
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STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

Brownstone Crossing Homeowners Association, INC.

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

1. BROWNSTONE CROSSING HOA FENCING  
AND BUILDING GUIDELINES
2. BROWNSTONE CROSSING PLAYGROUND  
RULES

Declaration originally recorded in Book 2257 at Page 1050-1061

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 Easement and Protective Covenants For Brownstone Crossing Subdivision was recorded on March 20, 2007 in the Office of the Register of Deeds for Greenville County in Deed Book 2257 at Page 1050-1061 (as amended and supplemented, the "Declaration"); and

WHEREAS, pursuant to the Declaration, Brownstone Crossing Homeowners Association, INC is the Homeowners Association for Brownstone Crossing; and


WHEREAS, Brownstone Crossing 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, Brownstone Crossing Homeowners Association, INC does hereby record the following to comply with the recording requirements of the South Carolina Homeowners Association Act:

1. Fencing and Building Guidelines for Brownstone Crossing Homeowners Association, Inc., attached as **Exhibit A**
2. Brownstone Crossing Playground Rules, attached as **Exhibit B**

IN WITNESS WHEREOF, Brownstone Crossing Homeowners Association, INC has by its duly authorized officer set its hand and seal this 8th day of January, 20 19.

[SIGNATURE PAGE TO FOLLOW]

 2019<sup>001</sup> 9 2  
5 Pgs  
MISC/DEED Book: DE 2556 Page: 2060 - 2064  
January 9, 2019 12:16:01 PM  
Rec: \$11.00  
FILED IN GREENVILLE COUNTY, SC *Timothy J. Conway*



SIGNED SEALED AND DELIVERED  
in the presence of:

Brownstone Crossing Homeowners Association, INC

By: Karen Loflin (L.S.)

Print Name: Karen Loflin

Its: President

Kelli M. Johnson  
(witness #1)

Megan M. Blackwell  
(witness #2)

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF GREENVILLE )

ACKNOWLEDGEMENT

I, Tanner Humphries, Notary Public for the State of South Carolina, do hereby certify that Brownstone Crossing Homeowners Association, INC, by Karen Loflin, its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 8 day of January, 2019.

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

EXHIBIT A

**Brownstone Crossing**

**HOA Approved Fencing/Buildings**

**Guidelines:**

1. All fencing must be pre-approved by the ARC.
2. No fence shall be erected or maintained on a Lot except such fences as may be installed, constructed, or erected with the initial construction of the main dwelling located in said Lot, or as may later be approved by the ARC as described in the covenants.
3. No fence shall be erected on any lot closer to the street than the back of the building.
4. Fences may be shared between property owners provided they are of the same height and style.
5. Any changes to an existing fence must also be pre-approved by the ARC.
6. All fence must have flat top and be capped at the top sections.
7. All post must be exposed.
8. All post must have caps on top.

**Colors:**

Fencing shall be painted or stained in a color that compliments the exterior of the home or in a natural wood. White vinyl fencing is not acceptable. (Colors must be approved).

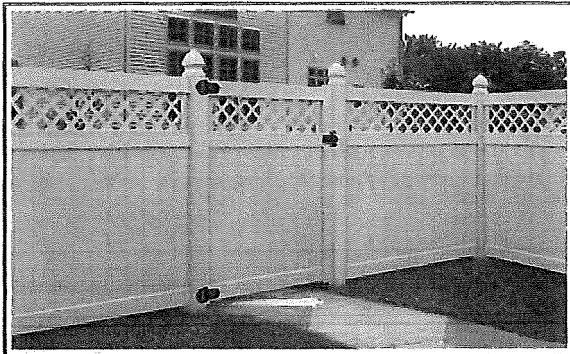
**Fence Heights:**

1. Wood and Vinyl (PVC) are approved at 4' and 6'.
2. Black Aluminum fence are approved at 4' only.

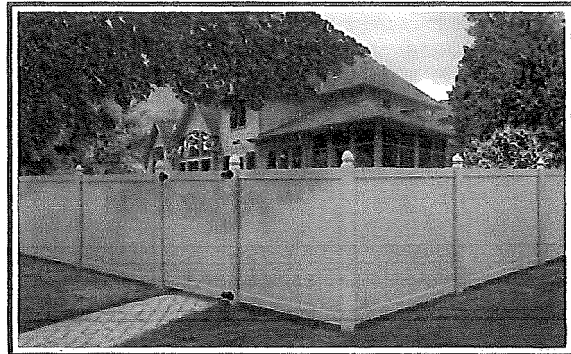
**Exterior Structures:**

1. Must have shingle roof that matches existing home.
2. No aluminum structures allowed.

## Fence Styles Approved for Installation in Brownstone Crossing



Approved Option 1



Approved Option 2

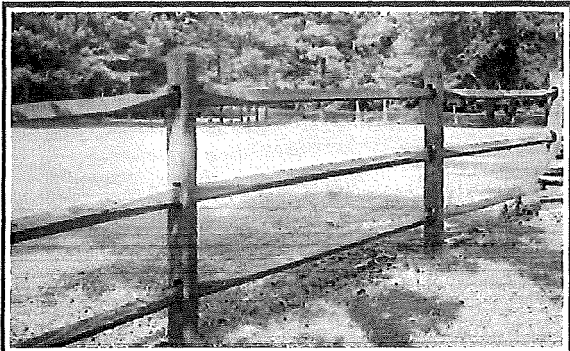


Approved Option 3

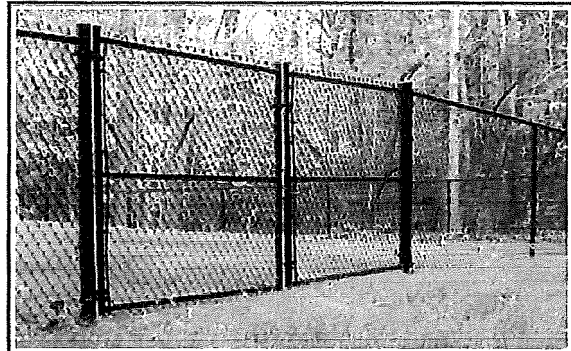


Approved Option 4

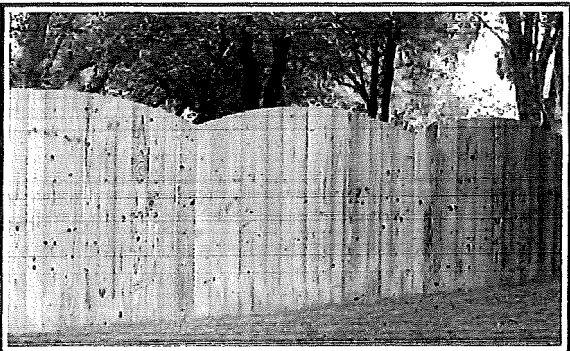
## Fence Styles NOT Approved for Installation in Brownstone Crossing



Non-Approved Option 1



Non-Approved Option 2



Non-Approved Option 3



Non-Approved Option 4

## **Brownstone Crossing Community Playground Rules**

1. The playground area is for the use and enjoyment of Brownstone Crossing HOA Members and their guest. All others are trespassing.
2. Those utilizing the playground do so at their own risk. The safety and good repair of the playground equipment should not be assumed. The user must inspect the equipment prior to use and accepts responsibility for their own safety.
3. Guest must be at all time accompanied by a Member of the Brownstone Crossing HOA.
4. Climbing on the fence is strictly prohibited.
5. The playground is open from dawn to dusk each day.
6. Entry into the detention pond ins strictly prohibited.