

DEEDb1--SPG179

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

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DEEDb1--SPG164

RECORDED

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

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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.

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.



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.



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.

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



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. SWINGSSETS. 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 it 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



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 IMPROVEMENT. 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

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 mail boxes 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 W. ) 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. PROPER 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



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

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



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

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:



(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 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--SP6177

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  
22th day of July, 1994.

Magnolia Associates, Inc.

*Paula D. Adams*  
*Deborah L. Nelson*

By: *David A. Burnett*  
David A. Burnett - President

DEED 1--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.

*Parula D. Johnson*

*Debra L. Noland* (SEAL)  
Notary Public of South Carolina

My Commission Expires: 4-11-2002

RECEIVED  
JUL 29 1994  
CLERK OF COURT  
SPARTANBURG, S.C.



WED 63F PG 377

RECORDED

95 SEP 11 PM 2:07

SPARTANBURG, S.C.

STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

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

WHEREAS, Declaration of Protective Covenants, Conditions, Restrictions and Easements of Bradford Commons dated July 29, 1994, recorded in Deed Book 61-S, page 164 R.M.C. Office for spartanburg County, provide in Paragraph No. 5 that 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, and

WHEREAS, plat entitled "Survey of Bradford Commons" dated June 21, 1994 revised July 27, 1994, made by Lavender, Smith & Associates, Inc., recorded in Plat Book 126, page 272, R.M.C. Office for Spartanburg County, reflects a 20-foot building line along Williston Way, and

WHEREAS, the garage of that residence constructed on Lot No. 14, Bradford Commons, on plat recorded in Plat Book 126, page 272, more recently shown on plat entitled "Closing Survey for Waltraut A. Stier", dated August 30, 1995, by S. W. Donald Land Surveying, to be recorded, encroaches over the front building line,

and

WHEREAS, said Paragraph No. 5 of said Declaration of Protective Covenants, Conditions, Restrictions and Easements of Bradford Commons recorded in Deed Book 61-8, page 164, states that Developer ("Magnolia Associates, Inc.) reserves the right and privilege, upon showing of special, unique or unusual circumstances to give a waiver to any set-back restrictions on a lot, and

WHEREAS, Magnolia Associates, Inc. desires to waive the 20-foot front building line as it applies to Lot No. 14, Bradford Commons on plat recorded in Plat Book 126, page 272, more recently shown on plat entitled "Closing Survey for Waltraut A. Stier" dated August 30, 1995, made by S. W. Donald Land Surveying, to be recorded, and to establish an 18-foot front building line on said lot.

NOW, THEREFORE, the front building line as it applies to Lot No. 14, Bradford Commons, on plat recorded in Plat Book 126, page 272, more recently shown on plat entitled "Closing Survey for Waltraut A. Stier", dated August 30, 1995, made by S. W. Donald Land Surveying, to be recorded, shall hereafter be 18-feet along Williston Way, and the improvements constructed on said lot are not in violation of same.

Dated this 7th day of September, 1995.

MD 63F PG 379

In the Presence of:

Walter H. Johnson

Ruby H. Hall

MAGNOLIA ASSOCIATES, INC. (SEAL)

By: David A. Burnett  
its President

STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

PROBATE

Personally appeared before me Walter H. Johnson  
and made oath that he saw the within named Magnolia Associates,  
Inc., by David A. Burnett, its President, sign, seal  
and as its act and deed deliver the within written Alteration of  
Declaratory Statement of Covenants Restrictions to Run with Land,  
that he, with Ruby H. Hall witnessed the  
execution thereof

SWORN to before me this  
7th day of September, 1995.

Walter H. Johnson

Ruby H. Hall (SEAL)  
Notary Public for South Carolina

My commission expires: 4-12-2003



**RECORDED**

96 SEP 20 AM 10:52

00064 UP6423

STATE OF SOUTH CAROLINA)  
COUNTY OF SPARTANBURG)

R.M.C.  
SPARTANBURG, S.C.

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

WHEREAS, MAGNOLIA ASSOCIATES, INC., as Developer, developed a tract of land into a subdivision known as **BRADFORD COMMONS** as shown on plat prepared by Lavender Smith & Associates, Inc., dated June 21, 1994 and revised on July 27, 1994 and recorded in Plat Book 127 at Page 388, R.M.C. Office for Spartanburg County

WHEREAS, by instrument dated July 29, 1994 and recorded on August 1, 1994 in Deed Book 61-S at Page 164, R.M.C. Office for Spartanburg County, Magnolia Associates, Inc. placed certain Protective Covenants, Conditions, Restrictions and Easements on said subdivision, and in Paragraph No. 5 thereof provided that "no building or structure or portion thereof including, but not limited to, garages, 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, or nearer than five (5) feet to any side or rear lot property line. Nevertheless, 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"

WHEREAS, Lots Nos. 40, 41, 42 and 43 as shown on the above mentioned plat were re-subdivided and a plat of such re-subdivision was recorded in Plat Book 130 at Page 815, R.M.C. Office for Spartanburg County which plat erroneously shows a 10' building setback line from Williston Way when, in fact, the building setback line was intended to be twenty (20') feet from Williston Way as shown on the original subdivision plat referred to above

0000 6 4 U PG 4 2 4

WHEREAS, Mark A. Stewart and Doris J. Stewart are now the owners of Lot No. 41 as shown on the above mentioned plat recorded in Plat Book 130 at Page 815, R.M.C. Office for Spartanburg County. As shown by plat prepared for Mark A. Stewart and Doris J. Stewart by Joe E. Mitchell, R.L.S., dated July 30, 1996 and recorded in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_, R.M.C. Office for Spartanburg County, the residence constructed on said lot encroaches over the thirty (30') foot building setback line as shown on said plat but does not encroach over the intended twenty (20') foot building setback line as shown on the original subdivision plat:

WHEREAS, Magnolia Associates, Inc. now desires to waive any violation of the building setback line as to the residence constructed on said Lot No. 41 and to establish a twenty (20') foot building setback line on said lot and on said Lots Nos. 40, 42, and 43 as shown on plat recorded in Plat Book 130 at Page 815, R.M.C. Office for Spartanburg County

NOW, THEREFORE, upon the showing of special, unique or unusual circumstances set forth above, Magnolia Associates, Inc. does hereby declare and establish that the front building setback line as it applies to Lots Nos. 40, 41, 42, and 43 as shown on plat of Bradford Commons prepared by Lavender Smith & Associates, Inc. dated September 11, 1995 and recorded in Plat Book 130 at Page 815, R.M.C. Office for Spartanburg County, shall hereafter be twenty (20') feet along Wilston Way instead of the thirty (30') feet as shown on said plat. Further, pursuant to the right and privilege reserved to Magnolia Associates, Inc. in Paragraph No. 5 of the above mentioned Declaration of Protective Covenants, Conditions, Restrictions and Easements of Bradford Commons, Magnolia Associates, Inc. does hereby specifically waive any violation of said Restrictive Covenants as to the residence constructed on Lot No. 41 as shown on plat prepared for Mark A. Stewart and Doris J. Stewart by Joe E. Mitchell, R.L.S., dated July 30, 1996 and any future construction on said lot which does not encroach over the twenty (20') foot building setback line hereby established.

64 U9425

IN WITNESS WHEREOF, Magnolia Associates, Inc. has caused these presents to be executed in its name by its undersigned duly authorized officer and its seal to be hereto affixed this 17<sup>th</sup> day of September, 1996

MAGNOLIA ASSOCIATES, INC.

WITNESSES

Peter A. Smith BY James L. Burgett  
Don A. Huff is President

STATE OF SOUTH CAROLINA,

PROBATE

COUNTY OF SARTANBURG)

PERSONALLY appeared before me the undersigned witness and made oath that she saw the within named Magnolia Associates, Inc. by its officer indicated above, sign, seal and as its act and deed deliver the within written Waiver of Declaration of Protective Covenants, Conditions, Restrictions and Easements of Bradford Commons and that (s)he with the other witness subscribed above witnessed the execution thereof

Peter A. Smith

SWORN TO before me this  
17<sup>th</sup> day of September, 1996

Don A. Huff (SEAL)  
Notary Public for South Carolina  
My Commission Expires 9/97

g 1000-11 (Rev. 10-95)



DEED ONLY

DEED 7C PG 197

Document Prepared by: Law Office of Timothy L. Cleveland  
103 Lafayette Street, Spartanburg, SC 29303  
File Number: 5299

RECORDED  
97 DEC 31 AM 11:17  
CLERK/STAFF

Blk. Map No. 6 29-06 040.00 and  
6 29-06 059.00

Address of Grantee:

STATE OF SOUTH CAROLINA

TITLE TO REAL ESTATE

COUNTY OF SPARTANBURG

KNOW ALL MEN BY THESE PRESENTS, That Magnolia Associates, Inc., in consideration of One and No/100 (\$1.00) Dollars, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto Bradford Commons Homeowners Association, Inc., its successors and assigns:

All those certain pieces, parcels or lots of land in the County of Spartanburg, State of South Carolina, shown and designated as reserved areas, fronting Blackstock Road, and containing 0.20 acres and 0.22 acres, more or less, upon a plat of Bradford Commons recorded in Plat Book 127, page 384, RMC Office of Spartanburg County. The description shown upon the aforesaid plat is hereby incorporated by reference.

**DERIVATION:** This is a portion of the property conveyed to Grantor by deed from David A. Burnett, et al., recorded June 10, 1994 in Deed Book 61-P, page 140, RMC Office for Spartanburg County.

This property is sold subject to the following:

a) Declaration of Protective Covenants recorded in Deed Book 6 -B, page 164, RMC Office of Spartanburg County.

b) All applicable easements and rights-of-way for utilities, sewer and drainage and all matters of survey, including applicable setback lines, shown upon the plat or set forth in the Protective Covenants; also, all other matters of public record.

Grantor reserves an easement for a period of three (3) years to keep the sign advertising "Bradford Crossing" in its current location.

DEED 7C PG 198

together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining; TO HAVE AND TO HOLD ALL and singular the premises before mentioned unto the grantee(s), and the grantee's(s') heirs (or successors) and assigns forever. And the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s') heirs (or successors), executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(s') heirs (or successors) and assigns against the grantor(s) and the grantor's(s') heirs (or successors) and against every person whosoever lawfully claiming or to claim the same or any part thereof, except as to conditions, reservations, restrictions and covenants of record, if any.

WITNESS the grantor's(s') hand(s) and seal(s) this 18th day of December, 1997.

MAYNOLIA ASSOCIATES, INC.

SIGNED, sealed and delivered BY: David E. Burnett (SEAL)  
in the presence of: David E. Burnett, President

Pamela D. Johnson  
Angela L. Johnson

STATE OF SOUTH CAROLINA  
COUNTY OF SPARTANBURG

ACKNOWLEDGEMENT

I, TIMOTHY L. CLEVELAND, a Notary Public of the County and State aforesaid, certify that the within-named Grantor(s), personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal this 18th day of December, 1997.

Timothy L. Cleveland  
Notary Public for South Carolina  
My Commission Expires: 10-12-2002

DEEDb 7C PG 199

STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

**AFFIDAVIT**

**PERSONALLY** appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred is located at Blackrock Road, Monroe, LA bearing Spartanburg County Tax Map Number 6-27-98-270250-0, was transferred by Magnolia Properties, L.L.C. to Piedmont Common Homeowners Association, Inc. on December 8, 2007.
3. Check one of the following. The deed is:
- (a) \_\_\_\_\_ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
- (c) X exempt from the deed recording fee because (See Information section of affidavit):  
Item 1 - The value of conveyed property is less than \$100.00  
(If exempt, please skip items 4 - 7, and go to item 8 of this Affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this Affidavit.):
- (a) \_\_\_\_\_ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$\_\_\_\_\_.
- (b) \_\_\_\_\_ The fee is computed on the fair market value of the realty which is \$\_\_\_\_\_.
- (c) \_\_\_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$\_\_\_\_\_.
5. Check Yes \_\_\_\_\_ or No \_\_\_\_\_ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "yes," the amount of the outstanding balance of this lien or encumbrance is: \_\_\_\_\_.
6. The deed recording fee is computed as follows:
- (a) Place the amount listed in Item 4 above here: \_\_\_\_\_
- (b) Place the amount listed in Item 5 above here:  
(if no amount is listed, place zero here.); \_\_\_\_\_
- (c) Subtract Line 6(b) from Line 6(a) and place result here: \_\_\_\_\_.
7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$\_\_\_\_\_.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Legal representative for Seller.



DEED 7C PG 200

9. I understand that a person required to furnish this Affidavit who willfully furnishes a false or fraudulent Affidavit in guilty of a misdemeanor and, upon conviction, must be fined not more than One Thousand & No/100 (\$1,000.00) Dollars or imprisoned not more than one (1) year, or both.

*Timothy L. Cleveland*  
Responsible Person Connected with the Transaction

Timothy L. Cleveland

Print or Type Name Here

SWORN to and subscribed  
before me this 18th day  
of December, 1977.

*Paula O. Johnson*  
Notary Public for South Carolina

My Commis- on Expires: Oct. 12, 1982

#### INFORMATION

Except as provided in this paragraph, the term "value" in any "the consideration paid or to be paid in or to be paid in money's worth" includes, but is not limited to, other money, personal property, stock, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. In calculating the consideration paid in money's worth, Taxpayers may elect to use the fair market value of the entity being transferred in determining its market value of the consideration. In the case of entity transferred to any "trust, a partnership, or other entity and a stockholder, partner, or owner of the entity, the case of entity transferred to a trust or as a distribution to a trust beneficiary, "value" means the entity's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, instrument, or realty before the transfer and remaining on the land, instrument, or realty for the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining the market value under the provisions of the law.

Exempt from the law are transfers:

- (1) transferring realty in which the value of the realty, as defined in Code §12-24-30, is equal to or less than the \$10,000 & No/100 (\$100.00) Dollars;
- (2) transferring realty to the federal government or to a state, its agency, or political subdivision, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of the State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-42(A);
- (5) transferring realty in which the transferor is not a resident of the State or the realty is not located in the State and the realty was being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 44 of Title 30;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the interest in value in which stock or interest is held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of an entity is subject to the law even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary provided no consideration is paid for the transfer other than a reduction in the grantor's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the "beneficiaries" are all members of the same family. The term "member of a family" means (a) the individual charitable entities. "Family" means the grantor, the grantor's spouse, parents, grandparents, sisters, brothers, children, step-children, grandchildren, and the spouse and blood descendants of any of the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-42(A);
- (10) transferring realty to a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty to a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantor, provided that no consideration of any kind is paid or to be paid under the corrective or quitclaim deed.

MB 650 18537

STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

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

This Amendment is executed this 17<sup>th</sup> day of January, 1997.

WHEREAS, Magnolia Associates, Inc., the Developer of Bradford Commons, executed and recorded a Declaration of Protective Covenants, Conditions, Restrictions and Easements of Bradford Commons in Deed Book 61-8, page 164, RMC Office of Spartanburg County, and

WHEREAS, Section 26, page 7, entitled "TELEVISION ANTENNA AND SATELLITE DISHES", provide certain limitations for television reception devices, and

WHEREAS, Developer deems that its express written permission need not be obtained for the installation of a satellite dish not exceeding 18" in diameter due to the fact that same has come to be a standard device for the reception of television signals, and

WHEREAS, the Developer reserved the right to amend or modify the Restrictions, and the Developer now desires to do so with respect to television reception devices,

NOW, THEREFORE, the Developer does hereby amend and modify the Protective Covenants, Conditions, Restrictions and Easements of Bradford Commons recorded in Deed Book 61-8, page 164, by amending Section 26 so that same will now read as follows:

26. TELEVISION ANTENNA AND SATELLITE DISHES. A standard roof-mounted or chimney-mounted television antenna is permissible, as well as the location of a satellite dish not exceeding 18" in diameter, 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.

All of the remaining terms and provisions of the aforesaid Protective Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 17<sup>th</sup> day of January, 1997.

MAGNOLIA ASSOCIATES, INC

By:

David A. Burnett, President

111JMC 1210 12097MC9

\$10.00

RECORDED

97 JUN 20 AM 1:16

R.M.C.  
SPARTANBURG, S.C.

00650 78538

STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

ACKNOWLEDGEMENT

I, Susan C. Church, a Notary Public of the County and State aforesaid, certify that the within-named David A. Burnett as President of Magnolia Associates, Inc., personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal this 17<sup>th</sup> day of January, 1997.

  
Notary Public for South Carolina

My Commission Expires: 7-1-2002