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**DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR GRAMLING BROTHERS REAL ESTATE AND DEVELOPMENT, INC.,  
OWNER AND DEVELOPER OF A SUBDIVISION KNOWN AS  
ROGERS MILL**

THIS DECLARATION is made on the date hereinafter set forth by Gramling Brothers Real Estate and Development, Inc., hereinafter referred to as "Declarant "

**WITNESSETH**

WHEREAS, Declarant is the Owner of certain property in the County of Spartanburg, State of South Carolina, which is more particular described as

All that certain tract of land, situate, lying and being in the State of South Carolina, County of Spartanburg, being shown and designated as **ROGERS MILL PHASE I, Section I**, on plat prepared by Gramling Brothers Surveying, Inc., dated July 25, 2001, and recorded in Plat Book 150, at Page 881 in the RMC Office for Spartanburg County, SC.

All that certain tract of land, situate, lying and being in the State of South Carolina, County of Spartanburg, being shown and designated as **ROGERS MILL PHASE I, Section II** prepared by Gramling Brothers Surveying, Inc., dated September 10, 2001, and recorded in Plat Book 151, at Page 90, in the RMC Office for Spartanburg County, SC.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject of the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.

DEEDS A PG 512

## ARTICLE I

## DEFINITIONS

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

Section 2. "Approved Builder" shall mean The Ryland Group, Inc., and its subsidiaries associated companies, successors, and assigns.

Section 3. "By-law" shall mean the By-Laws of Rogers Mill Homeowners Association, Inc.

Section 4. "Common Area" shall be that portion of the Properties so identified as Common Area on the rendered survey of Rogers Mill Subdivision and which is not identified as a Lot on said survey.

Section 5. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any which is a part of the properties, including contract seller but excluding builders holding property for resale and those having such interest merely as security for the performance of an obligation.

Section 6. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 7. "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Properties.

Section 8. "Declarant" shall mean and refer to Gramling Brothers Real Estate and Development, Inc., its successors and assigns.

DEED 75A PG 513

ARTICLE II  
PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. Every Owner shall be a member of the Homeowner's 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 lighting, entrances, maintenance of common areas and amenities and other reasonable expenses.

b. The right of the Association to suspend the voting rights of an Owner for any period not to exceed Sixty (60) days for any infraction of its published rules and regulations.

c. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by 2/3rds or each class of Members and has been recorded. Also, so long as there is Class B Membership, dedication of any Common Area must also be approved by the U. S. Department of Veterans Affairs, pursuant to Article X, Section 5.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment of the Common Area to the members of his family and their guests, his tenants or contract purchasers who reside on the Lot of such Owner.

Section 3. Voting Rights. The Association shall have two classes of voting membership.

DEED 75 A PAGE 0514

Class A Class A Members shall be all Owners other than the Declarant and Approved Builder. Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class B The Class B Members shall be the Declarant and Approved Builder who shall be entitled to four (4) votes for each Lot they own. 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) the date on which the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership and no Additional Property remains which may be made subject to the terms of this Declaration;
- (b) the expiration of ten (10) full years after the recordation of this Declaration; or
- (c) when Declarant and Approved Builder elect by notice to the Association in writing to terminate their Class B memberships.

### ARTICLE III

#### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, other than Declarant and Approved Builder, by acceptance of a Deed therefore, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay the Association:

DEED 75A PG 515

(1) annual assessment or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees 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 interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment falls due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2 Purpose of Assessments The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and in particular for the improvement, maintenance and repair of facilities devoted to this purpose and related to the use and enjoyment of the Common Area (including the Recreational Facilities, if any are constructed,) including but not limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Area; the maintenance of water mains in and upon the Common Area; the maintenance of open spaces and streets which have not been accepted for dedication by a public authority, roadway medians and islands (including medians and islands located in dedicated rights-of-way), drives and parking areas within the Common Area, the procurement and maintenance of insurance in accordance with the By-Laws of the Association; the maintenance of any "sign easement" areas located on any Lot, as shown on a recorded plat; the maintenance of entrance ways, landscaping and lighting of Common Area, road medians and islands and entrance ways, the lighting of streets (whether public or private), the payment of charges of garbage collection and municipal water and

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fewer services furnished to the Common Area, the costs associated with duties of the Architectural Control Committee, the employment of attorneys, accountants, professional management companies and other agents to represent the Association when necessary, the provision of adequate reserves for the replacement of capital improvements including, without limiting the generality of the foregoing paving, and any other major expense for which the Association is responsible pursuant to the terms of this Declaration. In addition to the foregoing, assessments made prior to the transfer of the Common Area property to the Association may be used for any of the above-described purposes in connection with such property prior to its transfer.

Section 3. Maximum Annual Assessment. Until January 1<sup>st</sup> of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Three Hundred Twenty and No/100 (\$320.00) Dollars per year.

a. From and after January 1<sup>st</sup> of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than Ten (10%) percent above the maximum assessment for the previous year without a vote of the membership.

b. From and after January 1<sup>st</sup> of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above Ten (10%) percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

c. The Board of Directors may fix annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments.

000015A PG 517

a. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the association may levy, in an 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 assent to 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.

b. In addition to the Annual Assessments and the Special Assessments for capital improvements authorized above, the Board shall have the power to levy a Special Individual Assessment applicable to any particular Lot Owner (i) for the purpose of paying the cost of any construction, reconstruction, repair or replacement of any damaged component of the Common Area including the public roads (prior to their acceptance for public maintenance) and the Recreational Facilities, if any are constructed, whether occasioned by an act or omission of such Owner, Member of such Owner's family, or such Owner's agent, guest, employees or invitees and not as a result of ordinary wear and tear, or (ii) for the payment of fines, penalties or other charges imposed against any Owner relative to such Owner's failure to comply with the terms and provisions of this Declaration, the By-Laws or any rules and regulations promulgated by the Association or Declarant pursuant to this Declaration or the By-Laws. The due date of any Special Individual Assessment levied pursuant to this Section 4(b) shall be fixed in the Board's resolution authorizing such Special Individual Assessment. Upon the establishment of a Special Individual Assessment, the Board shall send written notice of the amount and due date of such Special Individual Assessment to the affected Owner(s) at least ten (10) days prior to the date such Special Individual Assessment is due.

Section 5. Notice and Quorum for any Action Authorized Under Section 3 and 4.

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Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than Thirty (30) days or more than Sixty (60) days in advance of the meeting. At the first such meeting called, the presence of member or of proxies entitled to cast Sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If a quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than Sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessments. Both Annual and Special Assessments for Capital Improvements must be fixed at a uniform rate for all Lots and may be collected on an annual basis.

Section 7. Date of Commencement of Annual Assessments. Due Dates. The annual Assessments provided for herein shall commence on the first day of the month following the conveyance of each Lot. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days in advance of each Annual Assessment period, the Board shall fix the amount of the Annual Assessment and promptly thereafter the Board shall cause written notice thereof to be sent to every Owner subject thereto. In the event the Board shall fail to fix the amount of the Annual Assessment in advance of the Annual Assessment for any given period becoming due, the Annual Assessment fixed for the immediately preceding year shall continue in effect until a new Annual Assessment amount is fixed. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the



DEE 75 A Pg 519

assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessment on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Non-Payment of Assessments; Remedies of the Association. Any Annual, Special or Special Individual Assessment not paid within thirty (30) days after its due date shall bear interest from the due date at the rate of twelve percent (12%) per annum or the highest rate allowed by law, whichever is lower. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien created herein against the property in the same manner as prescribed by the laws of the State of South Carolina for the foreclosure of Mortgages and interest, costs and reasonable attorney's fees for representation of the Association in such action or foreclosure shall be added to the amount of such assessment. No Owner shall waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Area or abandonment of his Lot nor shall damage to or destruction of any improvements on any Lot by fire or other casualty result in any abatement or diminution of the assessments provided for herein.

Section 9. Subordination of the Lien to Mortgage. The lien of the mortgage, sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE IV

##### ARCHITECTURAL CONTROL

Section 1. Plan of Design Approval. All residences, outbuildings and other structures initially constructed within the Subdivision by Approved Builder (collectively, "Initial

## DEED 75 A PG 520

Improvements") shall be built in accordance with plans and specifications which have been previously approved by Declarant. Under no circumstances shall any additional architectural approval be required as to the Initial Improvements. Other than the Initial Improvements, no building, fence, wall, porch, deck or any other structure or improvement, (collectively, "Improvements") including, without limitation, the alteration or painting of the exterior surface of any existing Improvement or Initial Improvement shall be undertaken upon any Lot unless the plans and specifications and location of the proposed Improvement shall have been expressly approved in writing by the Architectural Committee established pursuant to Section 2. No subsequent alteration or modification of any existing Improvements, Initial Improvements or construction, erection or installation of additional improvements may be undertaken or allowed to remain on any Lot without the review and express written approval of the Architectural Committee, subject to Section 3 below.

Section 2. The Architectural Committee shall be composed of Declarant, or its designates. For the purposes of these restrictions, the terms "Declarant" and "Architectural Committee" may be used interchangeably. In all matters, a majority vote shall govern.

Section 3. With the exception of the Initial Improvements described above, no building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to, or change, or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same, shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee. Any fence erected shall only be in the yard behind the house and no fence shall be closer to the street than the rear

**DEED 75A PAGE 521**

corners of the home.

Section 4. The Architectural Committee shall have the right to refuse to approve any plans, specifications, and/or plot plans, taking into consideration the suitability of the proposed building or other improvements, the materials of which it is to be built, whether or not it is in harmony with the surroundings, and the effect it will have on other residences already constructed.

Section 5. Prior to the commencement of any construction, each Owner shall submit to the Architectural Committee, in duplicate, plans and drawings, in a one-eighth (1/8) scale or larger, which shall contain, at a minimum:

- a. Front elevations,
- b. Floor plan;
- c. The area of heated floor space;
- d. Exterior building material to include color and type of material (brick, vinyl, aluminum, cedar, etc.)
- e. Exterior trim color, and
- f. Roofing material and color.

These requirements also pertain to any alterations or additions to existing structures.

The documents and other information required to be submitted shall be delivered or mailed to the Architectural Committee at Rogers Mill, P. O. Box 389, Gramling, South Carolina, 29548. One (1) complete set shall be retained by the Architectural Committee and the second complete set shall be returned to the applicant, with the Architectural Committee's approval or disapproval clearly noted thereon.

Section 6. In the event the Architectural Committee, or its designated committee, fails to approve or disapprove such plans within Thirty (30) days after they have been submitted to it, such

DEED 75A FB 522

approval will be automatic. The terms "building" or "improvements" shall be deemed to include the erection, placement, alteration of any wall, fence, driveway, or parking area, or any such activity undertaken subsequent to initial construction.

Section 7. The Architectural Committee is authorized to modify or amend during or before, in the construction or alteration of any building, the Article of these restrictions concerning set-back and location and size of improvements if, in the opinion of the Architectural Committee, such shall be necessary to prevent undue hardship.

Section 8. All construction by any Owner shall be performed by a licensed contractor or licensed builder.

Section 9. Once construction is commenced each Owner shall be responsible for insuring that such work proceeds at an orderly and timely pace, with no work stoppage in excess of Fourteen (14) consecutive days, acts of God excepted.

Section 10. The construction of all houses and other structures shall be completed within Six (6) months after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or builder. Houses and other dwelling structures may not be temporarily or permanently occupied until completed (completion of the home is defined as having a Certificate of Occupancy). During the continuance of construction, the Owner shall require the contractor to maintain the residential Lot in a clear and uncluttered condition. Clean-up and removal of all boxes, trash or debris of any kind, shall be on a regular basis. Loose trash will be cleaned up on a daily basis. Any contractor who disregards this clean-up requirement will be, without recourse, subject to immediate suspension of his work until he complies with this clean-up requirement in every respect. Contractors who continue to disregard this clean-up requirement may be permanently removed from the property without recourse.

DEED 75A PG 523

Upon completion of construction, the Owner shall cause the contractor to immediately remove all equipment, tools and construction materials from the Lot. Any damage to roads or property owned by others caused by the Owner's contractor or other parties providing labor or services to the Owner, shall be repaired by the Owner or by the Declarant at Owner's expense. This includes damage to curbs.

Section 11. The Declarant expressly reserves the right to assign any of the duties, powers, functions, and approval authority set forth herein to any assignee at Declarant's sole discretion.

Section 12. No approval of plans, location or specifications, shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall, in no event, be construed as representing or guaranteeing that any residence or improvement thereon will be built in a good workmanlike manner. The Architectural Committee shall not be responsible for or liable for any defects in any plans or specifications submitted, received, or approved under these covenants nor for any defects in construction pursuant to such plans and specifications. The Owner shall have sole responsibility for compliance with the restrictions and does hereby hold the Architectural Committee harmless for any failure thereof caused by the Owner's architect or builder.

Section 13. In addition to the Declarant's and the Association's right to enforce the provisions of this Declaration as set forth in Article 10 of this Declaration, the Architectural Committee shall have the specific, nonexclusive right to enforce the provisions contained in this Article and/or in equity against the person or persons violating or attempting to violate any such provisions contained herein. In the event that the Architectural Committee, Declarant or the Association resorts to litigation to determine the propriety of any constructed improvement, to

DEED 75A PB 524

remove any unapproved improvement, or otherwise to remedy a violation of this Article, the Architectural Committee, Declarant, or the Association, as applicable, shall be entitled to recover court costs, attorneys' fees and expenses incurred in connection therewith, which costs, fees and expenses may be levied as a Special Individual Assessment against the offending Owner's Lot.

Section 14. It shall be the responsibility of each Owner and tenant thereof to prevent the accumulation of litter, trash, packing crates, or unkept condition of buildings or grounds on his property, or to permit accumulations which shall tend to substantially decrease the beauty of the community as a whole or the specific area. No loose trash will be permitted to be strewn about the property at any time. Garbage containers must be kept out of sight from the street, except during collection hours.

#### ARTICLE V

##### EXTERIOR MAINTENANCE

The Association shall maintain the Common Areas. Each Owner shall be responsible for the maintenance of his or her dwelling and Lot. Maintenance of such dwelling and Lot shall include, without limitation, painting, replacement and care of roofs, gutters, down spouts, exterior building surfaces, lawn, trees, shrubs, driveways, walks and other exterior improvements. In the event that the Owner neglects or fails to maintain his or her Lot and/or the exterior of his or her dwelling in a manner consistent with other Lots and dwellings in Rogers Mill, the Association may, but is not obligated to, provide such exterior maintenance as provided above at the Owner's sole cost and expense. Provided, however, that the Association shall first give written notice to the Owner of the specific items of exterior maintenance or repair the Association intends to perform and the Owner shall have twenty (20) days from the date of mailing of said notice within which to perform such

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exterior maintenance himself or herself. The determination as to whether an Owner has neglected or failed to maintain his or her lot and/or dwelling in a manner consistent with other Lots and dwellings in Rattles Mill shall be made by the Board, in its sole discretion. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the association the right and easement to unobstructed vehicular and pedestrian access over and upon each Lot at all reasonable times to perform maintenance as provided in this Article.

In the event the Association performs such exterior maintenance, repair or replacement, the cost of such maintenance, replacement or repairs shall be assessed to the Owner as a Special Individual Assessment and shall become a lien against the Lot of such Owner.

#### ARTICLE VI

##### USE PERMITTED AND PROHIBITED

Section 1 All Lots shall be used for single family, residential purposes only, and no business or business activity shall be carried on or upon any Lot at any time, except with the written approval of the Board; provided, however, that nothing herein shall prevent Declarant or Approved Builder from using any Lot owned by Declarant or Approved Builder for the purpose of carrying on business related to the development, improvement and sale of Lots and provided, further that, to the extent allowed by applicable zoning laws, private offices may be maintained in dwellings located on any of the Lots so long as such use is incidental to the primary residential use of the dwellings. Except as allowed in Section 2 below, no structure shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family residential structure with a garage attached for private passenger automobile, which shall have been approved for qualification or workmanship and materials, harmony of external design with main structure, and as to location with respect to

**DEED 75A PG 526**

topography and finished grade elevations

Section 2. No tent, shack, garage, barn, storage building or other out-building shall be erected upon any Lot without approval from the Architectural Committee and if approved, it shall not be used as a residence either temporarily or permanently. No structure of a temporary nature or an unfinished house shall be used as a residence and no house trailer, modular home, or mobile home, with the exception of the Approved Builder's Temporary Construction Office, shall be placed on any Lot either temporarily or permanently

Section 3. Boats, camping trailers, recreational vehicles and/or similar equipment shall not be parked, kept, stored or maintained on any Lot or on the streets or common area.

Section 4. No obnoxious or offensive activity shall be permitted anywhere on the property nor shall anything be done which may become an annoyance, nuisance, or menace to the neighborhood. No Lot or any part thereof shall be used for any business, commercial, or public purpose. Business activities in the home which deliver products or services for a fee on site are prohibited.

Section 5. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other small household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Such household pets must not constitute a nuisance, or unreasonable threat to any Owner or cause unsanitary conditions. The number of household pets kept and maintained shall not exceed three (3) in number except for newborn offspring of such household pets which are under nine (9) months in age unless approved in writing by the Architectural Control Committee.

Section 6. Tall shrubbery or hedges shall be trimmed to reasonable limits where traffic



DEED 75A PG 527

hazards may be created

Section 7. Each Owner subject to these restrictions shall provide space for the off-street parking of automobiles prior to the occupancy of any building or structure constructed on said property in accordance with reasonable standards established by the Architectural Committee. Vehicles shall not be parked in any front or side yard except in areas designated as a driveway or parking area. Vehicles in disrepair shall not be stored on the property. No passenger vehicles without current registration and license tags will be allowed in the subdivision or on any Owner's Lot. Vehicles being repaired out of doors must have work completed within Twenty-Four (24) hours. Visiting guests only may use paved streets for temporary parking of their vehicles. All Owners must park in designated parking areas on their Lot. No commercial vehicles over one (1) ton capacity may be stored or housed on the property at any time. The Declarant may also direct vehicle Owners to park outside the confines of the property during the construction or landscaping phase of any structure.

#### ARTICLE VII

#### EASEMENTS

Section 1. In addition to other easements as are shown on the recorded subdivision plat, a Five (5) foot easement and a Ten (10) foot easement are reserved over and across all side and rear Lot lines, respectively, for drainage, utility, cable television, gas, water, power, sewer and telephone installation and maintenance, provided that when more than one Lot shall be used as a site for only one residence, the aforesaid Five (5) foot easement and Ten (10) foot easement shall apply only with respect to the exterior lines of such consolidated Lot. Declarant specifically reserves the right to grant specific easements to any utility services listed herein at any time following the date hereof.

BOOK 75A PG 528

until a specific Lot shall be conveyed by Declarant. The right is reserved to authorize the laying and placing of sewer, gas and water pipelines, telephone, cable television, telegraph and electrical light poles on any of the streets and easements shown on the recorded subdivision plat. An easement for the installation and maintenance of utilities and drainage facilities is reserved over said streets and easements.

Section 2. Easements for the maintenance of subdivision signs and landscaping and lighting surrounding same are reserved as indicated on recorded plats. Declarant hereby grants, gives and conveys to the Association a perpetual, non-exclusive easement over any portions of Lots designated as "sign easement(s)" or "landscape easement(s)" on the Plat, to maintain, repair and replace the subdivision signs which may be located thereon as well as the lighting fixtures and any landscaping thereon. The costs of such maintenance, repair, and replacement shall be part of the common expenses of the Association, payable by the Owners as set out in Article III hereof. In addition to the easement granted above as to the portion of Lots designated "sign easements," or "landscaping easements," Declarant hereby gives, grants and conveys to the Association the right of ingress, egress, and regress over other portions of such Lots as shall be reasonably necessary to effectuate the purposes stated above.

#### ARTICLE VIII

#### SETBACK, LOCATION AND SIZE OF IMPROVEMENTS

#### AND OF BUILDING PLOTS

Section 1. Nothing herein contained shall be construed to prohibit the use of more than One (1) Lot or portions of One (1) or more Lots as a single-residential building site, provided that said Lot would otherwise meet the requirements as to size, setback line and directional facing of said

DEED 75/A PG 529

building as determined by the Declarant.

Section 2. No building shall be erected on any Lot nearer to the front Lot line or nearer to the side street line than the building setback line shown on the recorded plat. Any such building shall face toward the front line of the Lot except that buildings to be constructed on corner Lots shall face in the direction designated by the Architectural Committee. No building shall be located nearer to any interior side Lot line than the distance determined by applicable building codes.

Section 3. Detached buildings, approved as provided in Article IV shall be of the same or similar exterior material as the house or as approved by the Architectural Committee and of a size no greater than 8 x 10 feet and be placed no nearer to any Lot line than the distance determined by applicable building codes.

Section 4. No wall, fence or hedge shall be erected between the street and the rear corner of the main body of the house. Subject to approval by the Architectural Committee, fences with a maximum height of Six (6) feet are permitted to the rear of the front setback line (or the rear of the home, if it is behind the setback line). Chain link fences are not permitted. All fencing must be professionally installed with each individual fence board terminated within 6" of finished grade.

Section 5. The total area of all driveways shall be paved or plant mix concrete. All driveways shall be able to accommodate Two (2) full-size cars parked side by side in the parking area of the driveway except in the case of a single car garage where one space shall be allowed.

Section 6. No Lot shall be re-cut so as to face in any direction other than what is shown on the recorded plat nor shall it be re-cut so as to make any building site smaller than is provided for herein.

Section 7. No residence shall be constructed containing less than 1,000 square feet exclusive of porches, garage and breezeways. In computing the square footage of any residence

DEED 75A PAGE 0530

containing a basement which is finished and heated, One-half (1/2) credit shall be given. Exceptions to these limitations may be granted by the Architectural Committee if in the opinion of the Committee that proposed residence would be in keeping with the overall concept of the subdivision.

Section 8. Roof pitches shall be at least 6 in 12 except on front porches and rear porches where 3 in 12 is acceptable, unless approval is given by the Architectural Committee for a lower pitch on a specific set of plans.

Section 9. Homes may be built on monolithic slab foundations, subject to approval by the Architectural Committee.

Section 10. Declarant and Approved Builder have the right to install temporary barricade fencing.

Section 11. No residence shall be constructed without having a single car garage and garages must remain permanently functional garages.

#### ARTICLE IX

#### MISCELLANEOUS

Section 1. No signs shall be permitted on any Lots except that a single sign offering the property for sale may be placed on such Lot, providing such sign is approved by the Architectural Committee. Approved Builder shall be exempt from this limitation while maintaining model homes for the purpose of marketing and constructing residences in the community.

Section 2. The removal of any trees in excess of Six (6 0) inches in diameter at a height of Three (3) feet above ground level shall require prior approval of the Architectural Committee. No trees may be removed until final building plans have been approved by the Architectural Committee.

DEED 75-A PG 531

Section 3. The property within this subdivision is hereby declared to be a wildlife sanctuary, and all hunting or shooting is hereby prohibited.

Section 4. The Owner of each Lot shall cause written notice to be delivered to the Declarant upon the conveyance of any Lot by him, advising Declarant of the conveyance.

Section 5. No radio or television transmission or reception towers or antennae shall be erected on any structure or within the property without the prior written approval of the Architectural Control Committee. In no event shall free standing transmission or receiving towers, satellite dishes or disks be permitted except for (i) satellite reception dishes which are eighteen inches (18") in diameter or less and (ii) are not visible from the front street.

Section 6. No above-ground pool shall be constructed or placed on any Lot, except that inflatable pools for small children are acceptable.

Section 7. Declarant reserves the right to place additional signs as needed.

#### ARTICLE IX

#### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter. Attorney Fee Provision. In the event the Association commences an action to enforce these Restrictions or enjoin a violation of these Restrictions the Association shall be entitled to receive reasonable attorney fees and its costs from the offending Owner.

DEED 75-A PG 532

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court Order shall in no way effect any other provisions which shall remain in full force and effect.

Section 3. Amendment. These covenants and restrictions of this Declaration shall run with and bind the land for a term of Twenty (20) years from the date this declaration is recorded, after which time they shall automatically be extended for successive periods of Ten (10) years. This Declaration may be amended during the first Twenty (20) year period by an instrument signed by not less than Seventy-Five (75%) percent of the Lot votes as provided for in Article II, Section 3, and thereafter by an instrument signed by not less than Sixty-Five (65%) percent of the Lot Owners. Any amendment must be recorded.

Section 4. Federal Lending Requirements. Notwithstanding Section 3 above, Declarant may (at Declarant's option) amend and modify this Declaration without obtaining the consent or approval of the Owners if such amendment or modification is necessary to cause this Declaration to comply with the requirements of the Federal Housing Administration, the Veterans Administration, Fannie Mae or other similar agency.

Section 5. Annexation. Additional residential property may be annexed to the Properties. The Declarant shall have the express right to use any Lot or Lots owned by the Declarant as a street or streets to have access to adjoining properties so as to make said property a part of this subdivision and subject to these restrictions by amendment. The Declarant shall further have the right to convey Lot/Lots or other property to the Rogers Mill Homeowners Association for the use of the residents of this subdivision as common property to be controlled by the Homeowners Association.

Section 6. HOA/VA Approval. As long as there is a Class B Membership, the following

DEED 75A PG 533

actions will require the prior approval of the Federal Housing Administration of the Veterans Administration; Annexation of additional properties and amendment of this Declaration of Covenants, Conditions and Restrictions.


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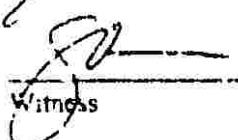
DEED 75A P 534

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seals this 31st day of December, 2001

GRAMLING BROTHERS REAL ESTATE AND DEVELOPMENT, INC.


  
\_\_\_\_\_  
Witness

BY:   
\_\_\_\_\_  
Ben Gramling, III  
ITS ~~Vice~~ President

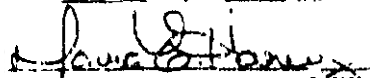
  
\_\_\_\_\_  
Witness

STATE OF SOUTH CAROLINA            )  
  /                    PROBATE  
COUNTY OF GREENVILLE            )

PERSONALLY APPEARED before me the undersigned witness who, after being duly sworn, says that (s)he saw the within Declarant, seal, and as its act and deed deliver the within written Declaration of Covenants, Conditions and Restrictions, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

  
\_\_\_\_\_

SWORN TO and subscribed before me this 31<sup>st</sup> day of December, 2001

  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires 10/21/03



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Recorded 9 on 08/01/2022 10:16:58 AM  
Recording Fee: \$25.00  
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.  
ASHLEY B. WILLIAMS REGISTER OF DEEDS  
BK:DEE 138-G PG:302-310

RECORDING COVER PAGE FOR GOVERNING DOCUMENTS

ADOPTED JULY 21, 2022

Pursuant to S.C. Code § 27-30-13, the Board of Directors for ROGERS MILL HOMEOWNERS ASSOCIATION, INC. submits the following document(s) for recording.

By: [Signature]

President

Andre Wells  
Printed Name

7-21-22  
Date

[Signature]  
Witness- Signature

JAMIE KAVVILLAS  
Printed Name

7-21-22  
Date

[Signature]  
Witness- Signature

Julie Leisgang  
Printed Name

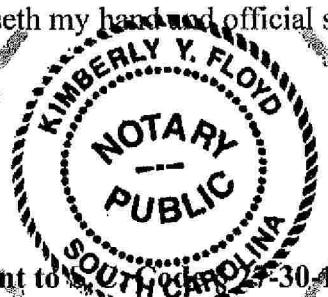
7-21-22  
Date

STATE OF SOUTH CAROLINA  
COUNTY OF Laurens

I, Kimberly J. Floyd (printed name of Notary), a Notary Public for said County and State, certify that Andre Wells (name) personally came before me this date and acknowledged that s/he is the President of The Rogers Mill Homeowners Association, Inc., and as its Secretary, has executed these Bylaws with full authority to do so.

Witnesseth my hand and official seal, this the 21 day of July, 2022.

(SEAL)



[Signature]  
Notary Public Signature  
My Commission Expires: Sept. 13, 2022

Pursuant to S.C. Code § 27-30-130(D) the recording of any rules, regulations, bylaws, and any amendments to rules or regulations is not subject to the requirements of witnesses and acknowledgements required under S.C. Code § 30-5-30.

BY-LAWS  
OF  
ROGERS MILL HOMEOWNERS ASSOCIATION, INC.

ARTICLE I  
NAME AND LOCATION

The name of the corporation is ROGERS MILL HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the corporation shall be located at Gramling Brothers Real Estate/Development, Inc., 14960 Asheville Highway, Gramling, South Carolina 29348 but meetings of members and directors may be held at such places within the State of South Carolina, County of Spartanburg as may be designated by the Board of Directors.

ARTICLE II  
DEFINITIONS

Section 1 "Association" shall mean and refer to ROGERS MILL HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2 "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3 "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

Section 4 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6 "Declarant" shall mean and refer to GRAMLING BROTHERS REAL ESTATE/DEVELOPMENT, INC., its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 7 "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded in the Office of the Register of Mesne Conveyance of Spartanburg County, South Carolina in Deed Book 75A at Page 511.

Section 8 "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration and in Article III of their By-Laws.

### ARTICLE III MEMBERSHIP AND PROPERTY RIGHTS

Section 1 Membership. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to any lot and may not be separated from ownership of any lot subject to assessment. The voting rights of the members shall be as provided by the Declaration.

Section 2 Property Rights. Each member shall be entitled to the use and enjoyment of the facilities as provided in the Declaration. Any member may delegate his rights of enjoyment of the Common Area and facilities to the members of his family who reside on the property. Such member shall notify the secretary of the Association in writing of the name of the delegate. The rights and privileges of such delegate are subject to suspension to the same extent as those of the member.

### ARTICLE IV MEETING OF MEMBERS

Section 1 Annual Meetings. The first annual meeting of the members shall be held within twelve (12) months from the date of incorporation of the Association, and a subsequent regular annual meeting of the members shall be held each year thereafter, at the day and hour determined by the Board of Directors.

Section 2 Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all the votes of the Class A membership.

Section 3 Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the discretion of, the secretary or person authorized to call the meeting by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the members address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. 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 4 Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If however, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VII MEETING OF DIRECTORS

Section 1 Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday, provided, however, if the Board shall agree to meet on such legal holiday, any action taken by it shall be valid and binding.

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 done or decision made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VIII POWER 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 facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws the Articles of Incorporation, or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

Section 5 Proxies. At all meeting of the members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

## ARTICLE V BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1 Number. The affairs of this Association shall be managed by a Board of five (5) directors, who need not be members of the Association.

Section 2 Term of Office. At the first annual meeting the members shall elect two directors for a term of one year, two directors for a term of two years, and one director for a term of three years; and at each annual meeting thereafter the members shall elect directors for a term of three years.

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

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

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

## ARTICLE VI NOMINATION OF DIRECTORS

Section 1 Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2 Election. Election to the Board of Directors shall be secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy as many votes as they are entitled

- (f) contract for the Association for the provision of services in keeping with the purposes or the Association; and
- (g) employ attorneys to represent the Association when deemed necessary.

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

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are property performed;
- (c) as more fully provided in the Declaration, to:
  - (1) fix the amount of the annual assessment against each lot subject to assessment at least thirty (30) days in advance of each annual assessment period;
  - (2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
  - (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- (d) issue, or to cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment,
- (e) procure and maintain adequate liability insurance covering the Association, its directors, officers, agents and employees and to procure and maintain adequate hazard insurance of the real and personal property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
- (g) cause the Common Area to be maintained.

## ARTICLE IX OFFICERS AND THEIR DUTIES

Section 1 Enumeration of Officers. The Officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

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

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

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

Section 5 Resignation and Removal. An officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or 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 appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7 Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

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

### President

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

### Vice President

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

Secretary

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

Treasurer

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

(e) The Board may assign any or all of the duties of the secretary and treasurer to a professional manager at their sole discretion, provided said manager is properly bonded to perform said duties.

**ARTICLE X  
INDEMNIFICATIONS**

The Association shall indemnify any Director or Officer or former Director or Officer of the Association against expenses actually and necessarily incurred by him in connection with the defense of any action, suit, or proceeding in which he is made a party by reason of being or having been such director or officer, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for negligence of misconduct in the performance of the duty.

**ARTICLE XI  
COMMITTEES**

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

**ARTICLE XII  
BOOKS AND RECORDS**

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



**ARTICLE XIII  
ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments for each lot subject to assessment which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall be subject to late charges as specified in the Declaration, and the Association may bring in action at law against the owner personally obligated to pay the same or foreclose the lien against the Property and action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

**ARTICLE XIV  
MISCELLANEOUS**

Section 1 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 2 In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

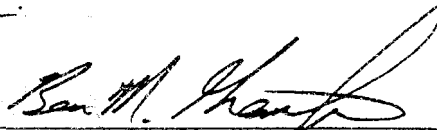
**ARTICLE XV  
AMENDMENTS**

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

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the acting secretary of ROGERS MILL HOMEOWNERS ASSOCIATION, INC., a South Carolina corporation, and that the foregoing By-Laws constitute the original By-Laws of said Association as duly adopted at a meeting of the Board of Directors thereof, held on the 13TH day of MAY, 2002.

IN WITNESS WHEREOF, I have hereunto set my name and affixed the seal of said Association, this 13TH day of MAY, 2002.



Ben M. Gramling, III  
Secretary

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF SPARTANBURG )

**SUPPLEMENTAL DECLARATION TO  
 DECLARATION OF COVENANTS, CONDITIONS  
 AND RESTRICTIONS FOR GRAMLING  
 BROTHERS REAL ESTATE AND  
 DEVELOPMENT, INC., OWNER AND  
 DEVELOPER OF A SUBDIVISION KNOWN AS  
 ROGERS MILL**

THIS SUPPLEMENTAL DECLARATION to Declaration of Covenants, Conditions and Restrictions for Gramling Brothers Real Estate and Development, Inc., Owner and Developer of a Subdivision known as Rogers Mill ("Supplemental") is made by **GRAMLING BROTHERS REAL ESTATE AND DEVELOPMENT, INC.** ("Developer"), this 8<sup>th</sup> day of February, 2008.

**WITNESSETH:**

WHEREAS, the Declaration Of Covenants, Conditions And Restrictions For Gramling Brothers Real Estate And Development, Inc., Owner And Developer Of A Subdivision Known As Rogers Mill ("Declaration") was dated December 31, 2001 and recorded January 7, 2002 in Deed Book 75-A at Page 511, in the RMC Office for Spartanburg County, South Carolina ("Declaration"); and

WHEREAS, the Declaration referred to the following property in the County of Spartanburg, South Carolina;

All that certain tract of land, situate, lying and being in the State of South Carolina, County of Spartanburg, being shown and designated as ROGERS MILL PHASE I, Section I, on plat prepared by Gramling Brothers Surveying, Inc., dated July 25, 2001, and recorded in Plat Book 150, at page 881, in the RMC Office for Spartanburg County; and

All that certain tract of land, situate, lying and being in the State of South Carolina, County of Spartanburg, being shown and designated as ROGERS MILL PHASE I, Section II, on plat prepared by Gramling Brothers Surveying, Inc., dated September 10, 2001, and recorded in Plat Book 151, at page 90, in the RMC Office for Spartanburg County, SC; and

WHEREAS, Developer has sold various lots in subsequent phases of Rogers Mill, each of which were made subject to the Declaration by deed reference; and

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 Office of Register of Deeds, Spartanburg, S.C.  
 Stephen Ford, Register



WHEREAS, Developer desires to clarify the property descriptions of said subsequent phases and confirm that those phases are subject to the Declaration; and

WHEREAS, the Developer controls an adjoining parcel of property containing approximately 12.6 +/- acres which shall be subject to the Declaration; and

WHEREAS, the Developer desires to add Lazarus-Shouse Homes as the "Approved Builder" for said 12.6 acre property; and

WHEREAS, all of the "WHEREAS" paragraphs are incorporated by reference.

NOW, THEREFORE, for and in consideration of Five Dollars and other valuable consideration, the Developer does hereby amend the Declaration Of Covenants, Conditions and Restrictions for Gramling Brothers Real Estate and Development, Inc., Owner and Developer of a Subdivision Known as Rogers Mill as follows:

1. The properties described in Exhibit "A" attached hereto and incorporated herein by reference are hereby affirmatively annexed and submitted to and subjected to the provisions of the Declaration Of Covenants, Conditions and Restrictions for Gramling Brothers Real Estate and Development, Inc., Owner and Developer of a Subdivision Known as Rogers Mill.

2. The property described in Exhibit "B" attached hereto and incorporated herein by reference is hereby affirmatively annexed and submitted to and subjected to the provisions of the Declaration of Covenants, Conditions and Restrictions for Gramling Brothers Real Estate and Development, Inc., Owner and Developer of a Subdivision Known as Rogers Mill.

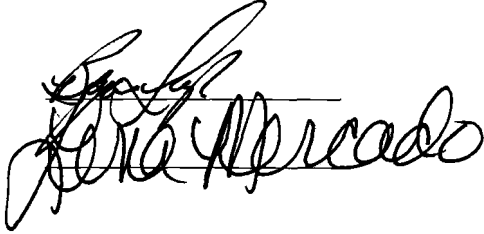
3. Article I, Section 2 of the Declaration shall be deleted in its entirety and replaced with the following : "Section 2. "Approved Builder" shall mean The Ryland Group, Inc., and its subsidiaries, associated companies, successors and assigns, and Lazarus-Shouse Homes, LLC, and its subsidiaries, associated companies, successors and assigns.

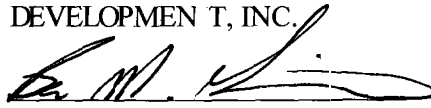
4. All other terms and conditions of the Declaration not inconsistent herewith shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal the date first written above.

WITNESSES:

GRAMLING BROTHERS REAL ESTATE AND DEVELOPMENT, INC.

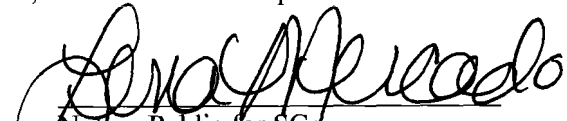


  
By: Ben M. Gramling, III  
Its: President

STATE OF SOUTH CAROLINA )  
                                  ) ~~SPARTANBURG~~  
COUNTY OF CHARLESTON )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of February, 2008, by Ben M. Gramling, III, President of GRAMLING BROTHERS REAL ESTATE AND DEVELOPMENT, INC., a South Carolina corporation, on behalf of the corporation.

  
Notary Public for SC  
My Commission Expires: 2/6/12

**EXHIBIT "A"**

ALL of that parcel or tract of land, located, lying, and being in Spartanburg County, South Carolina, and all improvements thereon, shown as ROGERS MILL SUBDIVISION PHASE I SECTION III on a plat prepared by Gramling Brothers Surveying, Inc. dated October 23, 2002 and recorded April 21, 2004 in Plat Book 155 @Page 933 in the Register of Deeds Office for Spartanburg County, South Carolina.

**ALSO:**

ALL of that parcel or tract of land, located, lying, and being in Spartanburg County, South Carolina, and all improvements thereon, shown as ROGERS MILL SUBDIVISION PHASE II SECTION I on a plat prepared by Gramling Brothers Surveying, Inc. dated December 3, 2003 and recorded April 21, 2004 in Plat Book 155 @Page 932 in the Register of Deeds Office for Spartanburg County, South Carolina.

**ALSO:**

ALL of that parcel or tract of land, located, lying, and being in Spartanburg County, South Carolina, and all improvements thereon, shown as ROGERS MILL SUBDIVISION PHASE III SECTION I on a plat prepared by Gramling Brothers Surveying, Inc. dated September 23, 2004 and recorded April 11, 2005 in Plat Book 157 @Page 776 in the Register of Deeds Office for Spartanburg County, South Carolina.

**EXHIBIT "B"**

ALL of that parcel or tract of land, located, lying, and being in Spartanburg County, South Carolina, and all improvements thereon, consisting of approximately 12.6 acres, more or less, being located in Rogers Mill subdivision. (Spartanburg County Tax Map #5-30-00-088.03). The property is a portion of a 40.84 acre parcel shown on a plat prepared by Gramling Brothers Surveying, Inc. recorded October 22, 2002 in Plat Book 153 @Page 202 in the Register of Deeds Office for Spartanburg County, South Carolina.

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Recording Fee: \$25.00  
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.  
ASHLEY B. WILLIAMS REGISTER OF DEEDS  
BK:DEE 141-C PG:515-517

STATE OF SOUTH CAROLINA  
COUNTY OF SPARTANBURG

**ROGERS MILL HOMEOWNERS  
ASSOCIATION, INC.**

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

1. POOL RULES FOR ROGERS MILL SUBDIVISION

***CROSS REFERENCE:*** *DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
GRAMLING BROTHERS REAL ESTATE AND DEVELOPMENT, INC., OWNER AND DEVELOPER OF A  
SUBDIVISION KNOWN AS ROGERS MILL RECORDED IN DEED BOOK 75-A AT PAGE 511*

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

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Gramling Brothers Real Estate and Development, Inc., Owner and Developer of a Subdivision Known as Rogers Mill was recorded on January 07, 2002 in the Office of the Register of Deeds for Spartanburg County in Deed Book 75-A at Page 511 (as amended and supplemented, the “**Declaration**”); and

WHEREAS, pursuant to the Declaration, Rogers Mill Homeowners Association, Inc. is the Homeowners Association for Rogers Mill subdivision; and

NOW THEREFORE, Rogers Mill Homeowners Association, Inc. does hereby record the following pursuant the South Carolina Homeowners Association Act:

1. Pool Rules for Rogers Mill Subdivision attached as **Exhibit A**; and

IN WITNESS WHEREOF, Rogers Mill Homeowners Association, Inc. has by its duly authorized officer set its hand and seal this \_\_\_\_ day of March, 2023.

AFTER RECORDING, PLEASE RETURN TO:  
McCABE, TROTTER & BEVERLY, PC  
4500 FT. JACKSON BLVD., COLUMBIA, SC 29209  
MTB FILE NO.: 017303.0006I

SIGNED SEALED AND DELIVERED  
in the presence of:

**ROGERS MILL HOMEOWNERS  
ASSOCIATION, INC.**

[Signature]  
(Witness 1)

By: [Signature] (L.S.)

[Signature]  
(Witness 2/Notary Public)

Print Name: Andre Wells  
Its: President

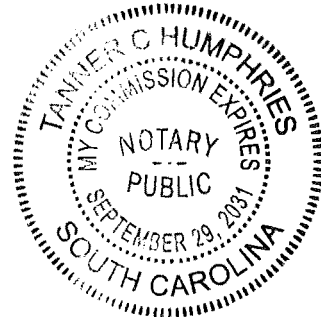
STATE OF SOUTH CAROLINA )  
COUNTY OF Spartanburg )

**ACKNOWLEDGMENT**

I, Tanner C. Humphries, Notary Public for the State of South Carolina, do hereby certify that Roge's Mill Homeowners Association, Inc., by Andre Wells, its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 10<sup>th</sup> day of March, 2023.

Tanner C. Humphries  
Notary Public for South Carolina  
My Commission Expires: 9/29/31





## EXHIBIT "A"

### POOL RULES FOR ROGERS MILL SUBDIVISION

Pool privileges are reserved for homeowners and their guests only. A homeowner must accompany all guests. Homeowner's under **18** are not authorized to bring guests to the pool and are only permitted in the pool with homeowner supervision. An **active pool key or fob is required** to be with the homeowner to enter the pool area.

Cabana and Pool Hours are.

**9:00 am to 9:00 pm.**

No swimming after dark is allowed.

1. There should **be** no solo swimming.
2. There should **be** no running, **boisterous** or rough play.
3. No person under the influence of alcohol or drugs should use the pool.
4. There should **be** no spitting or blowing nose in the pool.
5. Persons with communicable diseases, diarrheal illness, or nausea should not enter the pool.
6. People with skin, eye, ear or respiratory infections should not enter the pool.
7. Persons with open lesions or wounds should not enter the pool.
8. No animals or pets are allowed inside the pool enclosure.
9. No glass is allowed in the pool or on the pool deck.
10. You should take a shower **before** entering the pool.
11. No jumping the fence at **any** time.
12. Proper swimwear is required. No thongs, t-backs, jeans, cut-offs, or underwear used as swimsuits are allowed.
13. No **baby** diapers allowed in the pool. Use swim diapers for infants and toddlers.
14. No loud or profane music is permitted. This especially includes **any** music with lewd or graphic lyrics.
15. Trash cans have **been** provided. Please **be** considerate of other residents and do not litter.
16. **Smoking is permitted only outside the pool and cabana area.**
17. All alcoholic beverages **must be** in either a cup or a beverage holder.
18. No **bikes**, scooters, skateboards, roller blades, or dirt **bikes** are allowed in the **cabana/ pool** area.
19. No **misuse** or removal of pool furniture and tables.

These **rules will be** strictly enforced. Homeowners that are in violation of any of these rules **will lose** their pool privileges. Owners are encouraged to communicate, in a courteous manner, when they notice someone in violation of these rules.

***Please note if you need a new pool fob the cost is \$5.00. The maximum number of fobs or cards for each family is 3. If you need to replace a card or fob the cost will be \$25.***

Rogers Mill Homeowners Association

c/o Hinson Management

PO Box 8499 Valley Falls Road

Boiling Springs SC 29316

DEE-2024018410  
Recorded 4 on 05/13/2024 02:54:50 PM  
Recording Fee: \$25.00  
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.  
ASHLEY B. WILLIAMS REGISTER OF DEEDS  
BK:DEE 146-L PG:701-704

STATE OF SOUTH CAROLINA  
COUNTY OF SPARTANBURG

**ROGERS MILL HOMEOWNERS  
ASSOCIATION, INCORPORATED**

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

- 1. POOL RULES FOR ROGERS MILL SUBDIVISION
- 2. CABANA GUIDELINES

**CROSS REFERENCE:**

- 1. *DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GRAMLING BROTHERS REAL ESTATE AND DEVELOPMENT, INC., OWNER AND DEVELOPER OF A SUBDIVISION KNOWN AS ROGERS MILL, RECORDED IN DEED BOOK 75-A AT PAGE 511.*
- 2. *RECORDING OF DOCUMENTS PURSUANT TO THE SOUTH CAROLINA HOMEOWNERS ASSOCIATION ACT, RECORDED IN DEED BOOK 141-C AT PAGE 515.*

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

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Gramling Brothers Real Estate and Development, Inc., Owner and Developer of a Subdivision Known as Rogers Mill was recorded on January 07, 2002 in the Office of the Register of Deeds for Spartanburg County in Deed Book 75-A at Page 511 (as amended and supplemented, the “**Declaration**”); and

WHEREAS, pursuant to the Declaration, Rogers Mill Homeowners Association, Incorporated is the Homeowners Association for Rogers Mill Subdivision; and

NOW THEREFORE, Rogers Mill Homeowners Association, Incorporated does hereby record the following pursuant the South Carolina Homeowners Association Act:

AFTER RECORDING, PLEASE RETURN TO:  
McCABE, TROTTER & BEVERLY, PC  
4500 FORT JACKSON BLVD SUITE 335 COLUMBIA, SC 29209  
MTB FILE NO.: 017303.00061.1

1. Pool Rules for Rogers Mill Subdivision – attached as Exhibit A; and
2. Cabana Guidelines – attached as Exhibit B.

Effective May 1, 2024, **Exhibit A** hereto supersedes, replaces, and supplants the Pool Rules for Rogers Mill Subdivision previously recorded as Exhibit A to that RECORDING OF DOCUMENTS PURSUANT TO THE SOUTH CAROLINA HOMEOWNERS ASSOCIATION ACT (S.C. CODE ANN. §§ 27-30-110 TO -170), which was recorded on March 13, 2023, in Deed Book 141-C at Page 515.

IN WITNESS WHEREOF, Rogers Mill Homeowners Association, Incorporated has by its duly authorized officer set its hand and seal this 10th day of May, 2024.

SIGNED SEALED AND DELIVERED  
in the presence of:

**ROGERS MILL HOMEOWNERS  
ASSOCIATION, INCORPORATED**

Emily Humphries  
(Witness 1)

By: Christine Higdon (L.S.)

Tanner C. Humphries  
(Witness 2/Notary Public)

Print Name: Christine Higdon

Its: President

STATE OF SOUTH CAROLINA        )  
  )  
COUNTY OF Spartanburg        )

**ACKNOWLEDGMENT**

I, Tanner C. Humphries, Notary Public for the State of South Carolina, do hereby certify that ROGERS MILL HOMEOWNERS ASSOCIATION, INCORPORATED, by Christine Higdon, its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 10th day of May, 2024.

Tanner C. Humphries  
Notary Public for South Carolina  
My Commission Expires: 9/29/2031

Exhibit "A"

## Pool Rules for Rogers Mill Subdivision

## Cabana &amp; Pool Hours 9am to 9pm

*No swimming after dark is allowed.*

Pool privileges are reserved for homeowners and their guests only. A homeowner must accompany all guests. Residents under the age of 18 are not authorized to bring guests to the pool and are only permitted in the pool with homeowner supervision. An active pool job is required to be with the homeowner to enter the pool area.

1. There should be no solo swimming.
2. There should be no running, boisterous or rough play.
3. No person under the influence of alcohol or drugs should use the pool.
4. There should be no spitting or blowing nose in the pool.
5. Persons with communicable diseases, diarrhea, illness or nausea should not enter the pool.
6. Please with skin, eye, ear, or respiratory infections should not enter the pool.
7. Persons with open lesions or wounds should not enter the pool.
8. No animals or pets are allowed inside the pool enclosure.
9. No glass is allowed in the pool or on the pool deck.
10. You should take a shower before entering the pool.
11. No jumping the fence at any time.
12. Proper swimwear is required. No thongs, t-backs, jeans, cut offs, or underwear used as swimsuits are allowed.
13. No baby diapers allowed in the pool. Use swim diapers for infants and toddlers.
14. No loud or profane music is permitted. This especially includes any music with lewd or graphic lyrics.
15. Trash cans have been provided. Please be considerate of other residents and do not litter.
16. Smoking is permitted only outside the pool and cabana area.
17. All alcoholic beverages must be in either a cup or beverage holder.
18. No bikes, scooters, skateboards, roller blades, or dirt bikes are allowed in the cabana/pool area.
19. No misuse or removal of pool furniture and tables.

These rules will be strictly enforced. Homeowners that are in violation of any of these rules will lose their pool privileges. Owners are encourage to communicate, in a courteous manner, when they notice someone in violation of these rules.

**Any damages caused by residents or their guests will be the responsibility of the Rogers Mill Homeowner/ Resident.**

*Please note that each household is allowed 3 pool jobs. The first 3 jobs per household are \$5.00 each. Any replacement jobs will be charged \$25.00 for replacement.*

Rogers Mill Homeowners Association  
c/o Hinson Management  
PO BOX 160207  
Boiling Springs, SC 29316

Exhibit "B"  
**Guidelines for Hosting a Small party**  
**Cabana area of the Rogers Mill swimming pool**

1. Must make a reservation with Hinson, and submit signed Cabana reservation form below. Homeowner must be in good standing with the HOA before reserving for a small party.
2. Maximum of 50 people, which includes all individuals (children and adults) whether they are swimming or not.
3. 4-hour time limit; scheduled during regular pool operation hours (9am-9pm).
4. May NOT be scheduled on a holiday (Memorial Day, 4th of July, Labor Day).
5. Only 1 party allowed per day. Party reservation will allow the use of a maximum of ½ (half) of the cabana and 4 picnic tables within the cabana area.
6. No fee. Homeowner must ensure pavilion area is cleaned up after party.
7. The homeowner who hosts a party must be present the entire time.
8. The homeowner assumes all responsibility for the behavior and actions of their guests. Be kind and respectful to your fellow neighbors who are also enjoying the pool and pool area. Disruptive/inappropriate behavior will not be tolerated. **All posted Amenities Rules must be followed.**
9. The hosting homeowner is fully responsible for any damages incurred.
10. All trash including food, drinks, paper/plastic serving products, wrapping paper, and other party items must be completely cleaned up afterward. All trash that is created from the party must be removed from the pavilion area and taken with you when you leave.
11. **Reserving a 4-hour block of time for a small party does not close the pool, cabana or other amenities areas to other guests.**

Event Date & Time: \_\_\_\_\_

Homeowner Name: \_\_\_\_\_

Homeowner Signature: \_\_\_\_\_

Homeowner Address: \_\_\_\_\_

Homeowner Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Email completed form to: Tanner@hinsonmanagement.com. A signed copy will be returned to you when reservation is confirmed and approved.**

*OFFICE USE ONLY BELOW*

Hinson Management Approval Signature & Date: \_\_\_\_\_

NOTES: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_