

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Shaftesbury Green Property Owners
Association, Inc.,

Plaintiff/Respondent,

vs.

Cedric Javus Browne; Michelle Eblen;
Nationstar Mortgage, LLC; American
Express National Bank; Bank of America,
N.A.; TD Bank USA, N.A.; and Portfolio
Recovery Associates, LLC,

Defendants/Appellant.

) IN THE COURT OF COMMON PLEAS

)

) FIFTEENTH JUDICIAL CIRCUIT

)

) C.A. No. 2025-CP-26-00500

)

) App. Case No. 2026-001570

)

) **AFFIDAVIT OF CEDRIC JAVUS**

) **BROWNE REGARDING TENDER OF**

) **ASSESSMENTS AND**

) **DISCONTINUANCE OF TRASH**

) **COLLECTION SERVICE**

)

)

)

)

)

TO: THE HONORABLE ALAN D. CLEMMONS, MASTER-IN-EQUITY:

PERSONALLY APPEARED BEFORE ME the undersigned, Cedric Javus Browne, who being
duly sworn, deposes and states as follows:

1. I am the Defendant-Appellant in the above-captioned action. I am over the age of
eighteen years, I am competent to testify, and I make this Affidavit upon my own personal
knowledge.

2. I am the owner of and reside at the real property that is the subject of this
foreclosure action, 633 Notting Hill Court, Conway, South Carolina 29526, Lot 90, Phase 3,
TMS No. 1132101023 (the "Property").

RECEIVED

Sep 11 2026

SC Court of Appeals

TENDER OF ASSESSMENTS

3. On or about March 3, 2021, I delivered to the Association a check in the amount of Four Hundred and 00/100 (\$400.00) Dollars, Check No. 2265, drawn on Wells Fargo Bank and payable to Shaftesbury Green POA. I delivered the check by depositing it in the Association's drop box at its clubhouse, which is a method of payment the Association's own invoices direct owners to use. The Association's invoice states: "PLEASE MAKE PAYABLE AND REMIT TO THE ABOVE ADDRESS OR DROP OFF AT THE CLUBHOUSE. CASH, CHECKS OR MONEY ORDERS ONLY."

4. The sum of \$400.00 was the exact total of the two charges the Association had billed to my account for 2021: the annual property assessment of \$215.00 and the annual trash collection charge of \$185.00. I delivered with the check a written note, which reproduced the check on its face and which stated: "I am including check #2265 to cover Assessments and Trash only. I will attend hearing once I am notified." A true and accurate copy of that note and of Check No. 2265 is attached hereto as Exhibit A.

5. By that notation I meant that I was paying in full every amount the Association had properly charged me, and that I was not paying any fine or other charge that the Association had not imposed in accordance with its own governing documents. I had read those documents. They provide that before a fine or other sanction is imposed, the owner is to be served with a written demand to cease and desist specifying the alleged violation, the action required to abate it, and a period of not less than ten days in which the violation may be abated without further sanction; and that the Board may thereafter serve written notice of a hearing stating the nature of the alleged violation, the time and place of the hearing, an invitation to attend and produce a statement, evidence and witnesses, and the proposed sanction. A true and accurate copy of

Section 14 of the Association's By-Laws, which are by their own terms an integral part of the Master Declaration, is attached hereto as Exhibit H. I intended my notation to state that I would appear at any hearing the Association gave me, and that until it followed its own process I did not owe, and would not pay, charges imposed outside it.

6. Before delivering the check I made a copy of it. The Association never returned the check to me. The check was never negotiated, deposited, or cashed, and no payment or credit of any kind has ever been posted to my account by the Association. The Association's own statement of account dated January 1, 2024 reflects a balance forward of \$0.00 as of December 31, 2020, and contains no payment or credit entry of any kind at any time thereafter. A true and accurate copy of that statement is attached hereto as Exhibit G.

7. By letter dated July 14, 2021, signed by Paul Himmelsbach as President of the Board of Directors, the Association wrote to me:

“The only way to avoid this action is to pay the entire amount due on your POA account (invoice enclosed) and the total of any \$50 fines on the trailer, which begin today.”

The same letter stated: “You may consider this letter to be the final POA communication. Anything further will come from the POA attorney.” A true and accurate copy of that letter is attached hereto as Exhibit B.

8. I did not tender payment again after July 14, 2021. I understood from that letter that the Association would not accept payment of the assessment and the trash collection charge alone, and that the Board would not communicate with me further. As of that date my check had not been returned to me and no payment had been credited to my account. I have at all times remained willing to pay the annual assessment and the trash collection charge.

9. By letter dated January 24, 2022, Richard M. Lovelace, Jr., Esquire, writing on behalf of the Association, demanded payment of an “outstanding Invoice balance” in the amount of One Thousand Ninety Dollars and 18/100 (\$1,090.18), and stated that a “copy of Invoice” was attached to that letter. A true and accurate copy of the January 24, 2022 letter is attached hereto as Exhibit C.

THE ASSOCIATION’S OWN PROCEDURE

10. I received a letter from the Association dated January 2, 2022, signed by Paul Himmelsbach as President of the Board of Directors, which used the words “cease and desist.” That letter demanded that I clean up my property “immediately,” and stated that if I did not clean up my property “immediately, additional fines will incur.” It did not afford me any period, and did not afford me a period of not less than ten days, in which any violation could be abated without further sanction. The only period of days stated in that letter is fifteen days, and that period is stated with respect to bringing my account current, not with respect to abating any violation. A true and accurate copy of that letter is attached hereto as Exhibit D.

11. I received no other letter from the Association using the words “cease and desist.” The Property Maintenance Fine of \$100.00 that the Association posted to my account for March 2021, and the trailer fines that the Association began imposing on July 14, 2021, were both imposed before January 2, 2022.

12. At no time has the Association served me with written notice of a hearing to be held before the Board, or with an invitation to attend such a hearing and produce a statement, evidence, or witnesses, or with notice of a proposed sanction in advance of its imposition. No such hearing has ever been held. I have never been furnished with any portion of the Board’s minutes reflecting proof of notice or of any invitation to be heard.

TRASH COLLECTION SERVICE

13. Trash collection service was arranged by the Association and billed to my account as a separate annual line item. The Association's invoice for 2021 bills that service as "2021 GFL Environmental Svc" in the amount of \$185.00 for the year. A true and accurate copy of that invoice is attached hereto as Exhibit E.

14. After refusing my tender, the Association discontinued the trash collection service at the Property on or about May 4, 2021, and caused the trash receptacle to be removed from the Property. The Association's own invoice records the discontinuance in its own words, describing the charge as "2021 GFL Environmental Svc (Jan thru Apr—Svc Terminated for Non Pmt on May 4, 2021)," and reducing the charge for the year from \$185.00 to \$61.68 to reflect only the portion of the year during which the Association provided the service. A true and accurate copy of that invoice is attached hereto as Exhibit F.

15. I did not ask that the service be discontinued. I did not request any billing adjustment. The discontinuance followed the Association's refusal of my tender, and it withdrew from me a service for which I had already tendered payment in full for the entire year, on account of a delinquency that existed only because the Association would not accept my payment.

16. Since May 4, 2021 the Association has provided no trash collection service at the Property, and has not billed me for trash collection. As a direct result, for more than five years I have been required to store household refuse at the Property and to transport and dispose of it myself, at my own expense. I remain willing to pay for the service.

THE AUGUST 20, 2026 HEARING

17. I attended the hearing held before this Court on August 20, 2026. At that hearing counsel for the Association told the Court that the annual assessments have not been paid on the Property since 2021. The Association did not disclose to the Court that on March 3, 2021 I had delivered a check in the amount of \$400.00 for the 2021 assessment and the 2021 trash collection charge; that the Association had never negotiated, deposited, or cashed that check; or that by letter dated July 14, 2021 the Association had informed me in writing that it would not accept payment unless that payment also included the fines it had imposed.

18. At the same hearing counsel for the Association argued that the Property had been allowed to deteriorate, and submitted photographs of the yard, and the Court referred to that argument in announcing its ruling. At no point during that hearing did the Association disclose that it had itself discontinued the trash collection service at the Property on May 4, 2021, or that it had caused the trash receptacle to be removed from the Property.

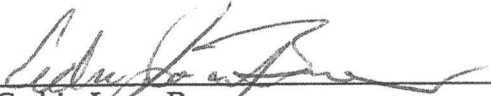
STATEMENT AS TO PURPOSE

19. I submit this Affidavit pursuant to Rule 241(d)(4)(A), SCACR, which provides that where the facts are subject to dispute, a petition “shall be supported by affidavits or other sworn statements.”

20. I do not submit this Affidavit to ask this Court to revisit its ruling on the merits. I submit it because these facts bear upon (a) whether a stay is necessary to preserve the jurisdiction of the Court of Appeals and to prevent a contested issue from becoming moot under Rule 241(c)(2), SCACR, and (b) the equities this Court weighs in fixing an undertaking under S.C. Code Ann. § 18-9-170 in an action sitting in equity.

21. Each statement in this Affidavit is true and correct to the best of my knowledge, information, and belief.

FURTHER AFFIANT SAYETH NAUGHT.


Cedric Javus Browne
Defendant/Appellant, Pro Se
633 Notting Hill Court
Conway, South Carolina 29526
(843) 796-8386
plainjane9955@gmail.com

SWORN to before me this 3rd day of
September, 2026.


Notary Public for South Carolina
My Commission Expires: 04/16/2034



INDEX OF EXHIBITS

- Exhibit A Written note delivered with Check No. 2265, with copy of Check No. 2265, dated March 3, 2021
- Exhibit B Letter from Shaftesbury Green Property Owners Association Board of Directors to Cedric Javus Browne, dated July 14, 2021
- Exhibit C Letter from Richard M. Lovelace, Jr., Esquire, to Cedric J. Browne, dated January 24, 2022
- Exhibit D Letter from Shaftesbury Green Property Owners Association Board of Directors to Cedric Javus Browne, dated January 2, 2022
- Exhibit E Invoice No. 2021-20, Shaftesbury Green POA Inc., dated July 14, 2021, in the amount of \$756.00
- Exhibit F Invoice No. 2021-20, Shaftesbury Green POA, dated July 14, 2021, in the amount of \$1,090.18
- Exhibit G Statement of Account, Shaftesbury Green POA, Inc., dated January 1, 2024
- Exhibit H Section 14, By-Laws of Shaftesbury Green Property Owners Association, Inc.,
 ¹⁹
 pages 20-21

CERTIFICATE OF SERVICE

I hereby certify that I have this date served a true and correct copy of the foregoing Affidavit of Cedric Javus Browne Regarding Tender of Assessments and Discontinuance of Trash Collection Service, together with all exhibits thereto, upon counsel for Plaintiff/Respondent by electronic mail and by United States Mail, first class, postage prepaid, addressed as follows:

Mark Andrew Nappier, Esquire
Nappier, Risher & Hardin, LLC
3575 Highway 17 Business
Murrells Inlet, South Carolina 29576
mnappier@inletlaw.com


Cedric Javus Browne
Defendant/Appellant, Pro Se

Conway, South Carolina

Dated: Sept. 3, 2026

**Shaftesbury Green Property Owners Association
Board of Directors**

July 14, 2021

Mr. Cedric Javus Browne
633 Nottingham Court
Lot 90 Phase 3 TMS-1132101023
Conway, SC 29526

Exhibit B

Dear Mr. Browne,

Once again it has become necessary for the board to call your attention to the fact that you may **NOT** park or store a trailer on your lot. The trailer has been on your lot for more than two (2) weeks. You have previously received notices concerning this and other violations of the POA rules and regulations. Notices and warnings have been sent to you as far back as February 8, 2018, covering a variety of offenses and issues. You do not seem to understand or care that the POA has Covenants & Declarations to help make and keep Shaftesbury Green an attractive and desirable place to live, relax and enjoy life for the benefit of your family and those of your neighbors. Additionally, you refuse to accept financial responsibility as you ignore paying your dues and obligations for the privilege of residing here. This is evidenced by the condition of your account with the POA which currently has a seriously past due balance of \$706.00 and will continue to increase as various charges continue to accumulate.

Therefore, since you fail to respond, either because do not care or simply choose to ignore the rules, beginning today, you will incur a **\$50 per day** fine for each day the trailer remains. The board has already contacted our attorney concerning the matter and he stands ready to proceed with the lien filing on your home with Horry County.

The only way to avoid this action is to pay the entire amount due on your POA account (invoice enclosed) and the total of any \$50 fines on the trailer, which begin today. You may consider this letter to be the final POA communication. Anything further will come from the POA attorney.

Paul Himmelsbach
President of The Shaftesbury Green
Board of Directors.

Enclosure

cc: Richard M. Lovelace, Jr. Esq.

**Shaftesbury Green Board of Directors
951 Shaftesbury Lane
Conway, SC 29526-7195**

Exhibit C

Law Office

RICHARD M. LOVELACE, JR.
A PROFESSIONAL ASSOCIATION

RICHARD M. LOVELACE, JR.

ATTORNEYS AND COUNSELORS AT LAW
1310 SECOND AVENUE
CONWAY, SOUTH CAROLINA 29526

MAILING ADDRESS
POST OFFICE BOX 1704
CONWAY, SC 29526-1704

TRANSMITTED VIA
FACSIMILE
XXUS MAIL
Restricted Delivery
XXCertified Mail
XXReturn Receipt Requested

(843) 248-7021
WWW.RLOVELACELAW.COM

FACSIMILE
(843) 248-9364

January 24, 2022

Mr. Cedric J. Browne
633 Nottingham Court
Conway, SC 29526

Re: Shaftesbury Green Property Owners Association, Inc. / Cedric Brown
Lot # 90, Phase 3, Shaftesbury Green

Dear Mr. Browne:

Please let this letter act as notice, that there is an outstanding Invoice balance in the amount of One Thousand Ninety Dollars and 18/100 (\$1090.18) Dollars which remains past due and payable to Shaftesbury Green Property Owners Association, Inc. (See copy of Invoice attached hereto and incorporated herein for your reference.)

Please contact my Legal Assistant, Kelly Ellis at extension 3, within ten (10) days from receipt of this notice to discuss the above debt. If you fail to contact my office within ten (10) days from receipt of this notice, my office will institute legal proceedings to collect this debt pursuant to Shaftesbury Green Property Owners Association, Inc. and all other attorney's fees, costs, expenses, etc. associated with the collection of this debt.

Unless you dispute the validity of this debt or any portion thereof, within ten (10) days of receipt of this notice, the debt will be assumed valid. If you notify us in writing that you dispute this debt, or any portion thereof, within ten (10) days of receipt of this notice, we will mail to you a copy of a verification of the debt from Shaftesbury Green Property Owners Association, Inc. This letter is an attempt to collect a debt, and any information obtained will be used for that purpose. If you fail to cure the debt above, Shaftesbury Green Property Owners Association, Inc. will pursue its available legal remedies.

With kindest regards, I remain

**Shaftesbury Green Property Owners Association
Board of Directors**

January 2, 2022

Exhibit D

Mr. Cedric Javus Browne
633 Nottingham Ct
Conway, SC 29526

Mr. Browne,

The Board has received complaints from your neighbors concerning the excessive noise and loud music coming from your residence while working on vehicles at all hours of the day and night. You also have a vehicle on your property that is torn apart, as well as accumulated junk and other debris and refuse in your driveway and yard. You cannot, under any circumstances, engage in or operate a business from your home. Additionally, residents may not engage in, or cause any type of behavior that is a nuisance. The noise, loud music and the extremely unsightly appearance of your yard and property in general, certainly falls in this category. It also has negative impact on your neighbors, their property, and its value as well as the Shaftesbury Green development.

The Board of Directors is demanding that you clean up your disgusting property and respect the POA rules. You will abide by the Covenants and Declarations, cease, and desist this obnoxious activity and clean up your property immediately. The board's remedy is to place fines on you, which it has done previously for other violations. If you chose to continue these offensive activities and do not clean up your property immediately, additional fines will incur. There are fines and interest charges already applied to your account which you have chosen to ignore. If your account is not current within fifteen (15) days from receipt of this letter, the board will refer this matter to our attorney for disposition, and a lien placed on your home.

Sincerely,

Paul Himmelsbach
President of The Shaftesbury Green
Board of Directors

Shaftesbury Green Board of Directors
951 Shaftesbury Lane
Conway, SC 29526

Exhibit E

Shaftesbury Green POA Inc
951 Shaftesbury Ln
CONWAY, SC 29526-7195

Invoice

Date

7/14/2021

Invoice #

2021-20

Bill To

Browne, Cedric J.
Lot 90 Ph. 3 TMS-1132101023
633 Nottingham Ct
CONWAY, SC 29526

Terms

Due on receipt

Description	Qty	Rate	Amount
2021 Property Assessment		215.00	215.00
2021 GFL Environmental Svc		185.00	185.00
Late Fee On Overdue Balance (April)		50.00	50.00
Late Fee On Overdue Balance (May)		50.00	50.00
Late Fee On Overdue Balance (June)		50.00	50.00
Late Fee On Overdue Balance (July)		50.00	50.00
Property Maintenance Fine		100.00	100.00
Finance Charges on Overdue Balance		1.50	1.50
Finance Charges on Overdue Balance		1.50	1.50
Finance Charges on Overdue Balance		1.50	1.50
Finance Charges on Overdue Balance		1.50	1.50
Bylaw Trailer Violation (July 14)		50.00	50.00
PLEASE MAKE PAYABLE AND REMIT TO THE ABOVE ADDRESS OR DROP OFF AT THE CLUBHOUSE. CASH, CHECKS OR MONEY ORDERS ONLY. DEBIT OR CREDIT CARDS ARE NOT ACCEPTED. THANKS.			
Total			\$756.00

Questions?

Phone: (843) 254-9406

Balance Due

\$756.00

Shaftesbury Green POA
951 Shaftesbury Ln
CONWAY, SC 29526-7195

Exhibit F

Date

7/14/2021

Invoice #

2021-20

Bill To

Browne, Cedric J.
Lot 90 Ph. 3 TMS-1132101023
633 Nottingham Ct
CONWAY, SC 29526

Description	Qty	Rate	Amount
2021 Property Assessment	1	215.00	215.00
2021 GFL Environmental Svc (Jan thru Apr--Svc Terminated for Non Pmt on May 4, 2021)	1	61.68	61.68
Late Fees On Overdue Balance (Apr. May, Jun, Jul, Aug, Sep, Oct, Nov, Dec)	12	50.00	600.00
Property Maintenance Fine (March 2021)		100.00	100.00
Finance Charges on Overdue Balance of \$100 (Apr. May, Jun, Jul, Aug, Sept, Oct, Nov, Dec)	9	1.50	13.50
Bylaw Trailer Violation (July 14, 15)	2	50.00	100.00
		Total	\$1,090.18

Questions?

Phone: (843) 254-9406
Email: riverglenllc@gmail.com

Balance Due

\$1,090.18

Shaftesbury Green POA, Inc
 951 Shaftesbury Ln
 CONWAY, SC 29526-7195

Statement

Date
1/1/2024

To:
Browne, Cedric J. Lot 90 Ph. 3 TMS-1132101023 633 Nottingham Ct CONWAY, SC 29526

Exhibit G

				Amount Due	Amount Enc.
				\$12,431.18	
Date	Transaction			Amount	Balance
01/01/2023	INV #2023-23. Due 01/01/2023. --- 2024 Dues \$215.00 ---			665.00	12,216.18
01/01/2024	--- Late Fee Assessments, 9 @ \$50.00 = 450.00 INV #2024-126. Due 01/01/2024. --- 2024 Dues \$215.00			215.00	12,431.18

Shaftesbury Green POA, Inc
951 Shaftesbury Ln
CONWAY, SC 29526-7195

Statement

Date
1/1/2024

To:
Browne, Cedric J. Lot 90 Ph. 3 TMS-1132101023 633 Nottingham Ct. CONWAY, SC 29526

Exhibit G

				Amount Due	Amount Enc.
				\$12,431.18	
Date	Transaction			Amount	Balance
12/31/2020	Balance forward				0.00
07/14/2021	INV #2021-20, Due 07/14/2021.			7,476.68	7,476.68
	--- 2021 Dues, 1 @ \$215.00 = 215.00				
	--- 2021 Trash, 1 @ \$61.68 = 61.68				
	--- Late Fee Assessments, 12 @ \$50.00 = 600.00				
	--- Late Fee Assessments, 12 @ \$50.00 = 600.00				
	--- Late Fee Assessments, 12 @ \$50.00 = 600.00				

	--- Property upkeep violation, 10 @ \$100.00 = 1,000.00				
	--- Property upkeep violation, 12 @ \$100.00 = 1,200.00				
	--- Late Fee Assessments, 9 @ \$50.00 = 450.00				
	--- Late Fee Assessments, 12 @ \$50.00 = 600.00				
	--- Late Fee Assessments, 12 @ \$50.00 = 600.00				

	--- Property upkeep violation, 1 @ \$100.00 = 100.00				
	--- Late Fee Assessments, 5 @ \$50.00 = 250.00				
	--- Late Fee Assessments, 12 @ \$50.00 = 600.00				
	--- Late Fee Assessments, 12 @ \$50.00 = 600.00				
01/01/2022	INV #2022-19, Due 01/01/2022.			4,074.50	11,551.18
	--- 2022 Dues, 1 @ \$215.00 = 215.00				

	--- Late Fee Assessments, 9 @ \$50.00 = 450.00				
	--- Late Fee Assessments, 12 @ \$50.00 = 600.00				

	--- Property upkeep violation, 7 @ \$100.00 = 700.00				
	--- Late Fee Assessments, 9 @ \$50.00 = 450.00				
	--- Late Fee Assessments, 12 @ \$50.00 = 600.00				

	--- Legal Fees, 1 @ \$209.50 = 209.50				
	--- Late Fee Assessments, 5 @ \$50.00 = 250.00				
	--- Late Fee Assessments, 12 @ \$50.00 = 600.00				
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
215.00	0.00	0.00	0.00	12,216.18	\$12,431.18

Exhibit H

as is from time to time determined by the Board of Directors, furnish to any Owner or such Owner's Mortgagee which requests the same, a certificate in writing signed by said Treasurer, Assistant Treasurer or manager of the Association setting forth whether the assessments for which such Owner is responsible have been paid, and, if not paid, the outstanding amount due and owing, together with all fines, late charges and other penalty charges. Such certificate shall be conclusive evidence against all but such Owner of payment of any assessments stated therein to have been paid.

13.10 Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to each Lot, Unit, or Dwelling on the day on which such Lot, Unit, or Dwelling is conveyed to a person other than Declarant/Developer and shall be due and payable in such manner and on such schedule as the Board of Directors may provide. Annual assessments and any outstanding special assessments shall be adjusted for such Lot, Unit, or Dwelling according to the number of months then remaining in the then fiscal year of the Association and the number of days then conveyed. Annual and special assessments for Lots, Units, or Dwellings in portions of the Additional Property hereafter submitted to the terms of this Declaration shall commence with respect to each such Lot, Unit, or Dwelling on the later of: (i) the day on which such Lot, Unit, or Dwelling is conveyed to a person other than Declarant/Developer; or (ii) the day of the recording of the amendment to the Declaration so submitting such parcels, and annual and special assessments for each such Lot, Unit, or Dwelling shall be adjusted according to the number of months then remaining in the fiscal year of the Association and the number of days then remaining in the month in which such assessments commence. Anything contained herein to the contrary notwithstanding, Declarant/Developer shall not be responsible for the payment of assessments on Lots, Units, or Dwellings which Declarant/Developer or an affiliate own and which do not contain occupied residences. The Declarant/Developer covenants and agrees to pay annual and special assessment for each Lot, Unit, or Dwelling owned by Declarant/Developer or an affiliate and containing occupied residences. Provided, however, Declarant/Developer shall fund any deficit which may exist between Association fees collected from all other sources and the annual budget of the Association for so long as Declarant/Developer has the authority hereunder to appoint and remove directors of the Association; provided, however, that the budget, assessments and deficit, if any, shall be annually reviewed by Declarant/Developer and the Board of Directors, and during such period Declarant/Developer's obligation for funding deficits shall only be up to the amount of the Association's budget.

14. RULE MAKING.

14.1 Rules and Regulations. Subject to the provisions hereof, the Board of Directors may establish reasonable rules and regulations concerning the use of Lots, Units, or Dwellings and the Common Areas and facilities located thereon, including without limitation any Recreational amenities. In particular but without limitation, the Board of Directors may promulgate from time to time rules and regulations which shall govern activities which may, in the judgment of the Board of Directors, be environmentally hazardous, such as application of fertilizers, pesticides and other chemicals. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Owners prior to the effective date of such rules and regulations and amendments thereto. Such rules and regulations shall be binding upon the owners, their families, tenants, guests, invitees, servants and agents, until and unless any such rule or regulation be specifically overruled, canceled or modified by the Board of Directors or in a regular or special meeting of the Association by the vote of the Owners, in person or by proxy, holding a majority of the

Exhibit H

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total votes in the Association, provided that in the event of such vote, such action must also be approved by Declarant/Developer, for so long as Declarant/Developer owns any Unit, Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Shaftesbury Green Development.

14.2 Authority and Enforcement. Subject to the provisions of paragraph 14.3 hereof, upon the violation of this Declaration, the By-Laws or any rules and regulations duly adopted hereunder, including without limitation the failure to timely pay any assessments, the Board shall have the power: (i) to impose reasonable monetary fines which shall constitute an equitable charge and a continuing lien upon the Lot, Unit, or Dwelling, the Owners, occupants or guests which are guilty of such violation; (ii) to suspend an Owner's right to vote in the Association; or (iii) to suspend an Owner's right (and the right of such Owner's family, guests and tenants and of the co-owners of such Owner and their respective families, guests and tenants) to use any Recreational Amenities, and the Board shall have the power to impose all or any combination of these sanctions. An Owner shall be subject to the foregoing sanctions in the event of such a violation by such Owner, his family, guests or tenants or by his co-Owners or the family, guests or tenants of his co-owners. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty (30) days.

14.3 Procedure. Except with respect to the failure to pay assessments, the Board shall not impose a fine, suspend voting rights or infringe upon or suspend any other rights of an Owner or other occupant of the Shaftesbury Green Development for violations of the Declaration, By-Laws or any rules and regulations of the Association, unless and until the following procedure is followed:

14.3.1 Written demand to cease and desist from an alleged violation shall be served upon the Owner responsible for such violation specifying:

14.3.1.1 The alleged violation;

14.3.1.2 The action required to abate the violation; and

14.3.1.3 A time period of not less than ten (10) days during which the violation may be abated without further sanction, if such violation is a continuing one, or if the violation is not a continuing one, a statement that any further violation of the same provision of this Declaration, the By-Laws or of the rules and regulations of the Association may result in the imposition of sanctions after notice and hearing.

14.3.2 Within two (2) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same violation subsequently occurs, the Board may serve such Owner with written notice of a hearing to be held by the Board in executive session. The notice shall contain:

14.3.2.1 The nature of the alleged violation;

14.3.2.2 The time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice;

Exhibit H

14.3.2.3 An invitation to attend the hearing and produce any statement, evidence and witnesses on his behalf; and

14.3.2.4 The proposed sanction to be imposed.

14.3.3 The hearing shall be held in executive session of the Board of Directors pursuant to the notice and shall afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director or other individual who delivered such notice. The notice requirement shall be deemed satisfied if an alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction imposed, if any.

14.4 Enforcement. Each Owner shall comply strictly with the By-Laws and the published rules and regulations of the Association adopted pursuant to this Declaration, as either of the same may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in this Declaration and in the deed or other instrument of conveyance to his Unit, Lot, or Dwelling, if any. Failure to comply with any of the same shall be grounds for imposing fines, for suspending voting rights or rights of use of any Recreational Amenities, or for instituting an action to recover sums due, for damages and/or for injunctive relief, such actions to be maintainable by Declarant/Developer, the Board of Directors on behalf of the Association or, in a proper case, by an aggrieved Owner. Should Declarant/Developer or the Association employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including court costs and reasonable attorneys' fees, shall be paid by the violating Owner. Inasmuch as the enforcement of the provisions of this Declaration, the By-Laws and the rules and regulations of the Association are essential for the effectuation of the general plan of Shaftesbury Green Development contemplated hereby and for the protection of present and future Owners, it is hereby declared that any breach thereof may not adequately be compensated by recovery of damages, and that Declarant/Developer, the Association or any aggrieved Owner, in addition to all other remedies, may require and shall be entitled to the remedy of injunction to restrain any such violation or breach or any threatened violation or breach. No delay, failure or omission on the part of Declarant/Developer, the Association or any aggrieved Owner in exercising any right, power or remedy herein provided shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to enforce such right, power or remedy thereafter as to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whomsoever against Declarant/Developer or the Association for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach, by any person under the provisions of this Declaration, the By-Laws or any rules and regulations of the Association, however long continued.

15. DEFINITIONS