THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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SC Court of Appeals

APPEAL FROM SUMTER COUNTY
Court of Common Pleas

Honorable Michael J. Jordan, Master in Equity

Case No. 2026-000451

Lakewood Links Property Owners Association, Inc.,

Respondent,

v.

Jason M. Josey and April W. Josey,

Appellants.

RECORD ON APPEAL
VOLUME III OF III
Pages 695-1037

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CONTENTS

(Day Three of Hearing)

	PAGES
Opening	3
Examination of Roy Hair	3 - 56
Examination of Charles Carr	56 - 71
Examination of Gary Jones	71 - 109
Discussion of Court and Counsel and Closing Arguments	109 - 167
Certificate of Court Reporter	168

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(THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH MATERIAL IS REPRODUCED AS READ OR QUOTED BY THE SPEAKER).

(COURT REPORTER'S NOTE: --- INDICATES INTERRUPTION, INCOMPLETE PHRASE, TRAILING OFF, INCOMPLETE SENTENCE

THE COURT: Are you ready?

MR. JONES: Yes, sir.

THE COURT: It's actually witness number eight?

MR. JONES: Yes, sir. Mr. Rory Hair.

THE COURT: Mr. Hair, if you would come around and be sworn. There is a Bible there. If you would raise your right hand. Do you swear or affirm that everything you tell me today will be the truth, the whole truth and nothing but the truth under penalty of perjury?

MR. HAIR: Yes, sir.

THE COURT: You are sworn.

(Rory Hair, having been duly sworn, testified as follows:)

EXAMINATION BY MR. JONES:

Q. Rory, when you testify, he's the one that needs to hear it, not me; okay? And I know you're having to look through that screen but just speak loudly enough that Ms. Brown can hear it too; okay?

A. Okay.

Q. All right. You are Rory Hair; correct?

A. Yes, sir.

Q. You are the Chairman of the Architectural Review Board?

A. Yes, sir.

Q. At Lakewood Links Property Division -- Subdivision; correct?
A. Yes, sir.
Q. Property Owners Association? I'm sorry.
A. Yes, sir.
Q. All right. And Rory, I think you work with Duke Power; correct?
A. Duke Energy.
Q. How long have you been with them?
A. Thirty-three (33) years.
Q. Okay. Rory, I want to talk to you a little bit about some of our case. First of all, you have got a fence in your backyard; is that correct?
A. I do.
Q. Okay. And that fence was installed in 2000; is that right?
A. From what I remember, that sounds right.
Q. Well, approved in 2000; right?
A. Yes, sir.
Q. Okay.

MR. JONES: Your Honor, I make reference to Exhibit Number Five, and I can point the Court to that.

Q. Rory, you live at 2915 Tidewater Drive; correct?
A. Yes, sir.

Q. All right. And I want you to look -- I'm looking at Plaintiff's Exhibit Number Five, and I want you to look at that second page, the second entry dated April 10th, 2000. And this is the approval of a fence; right?
A. Yes, sir.
Q. All right. And so, you actually moved to that property when?
A. In 2016, I believe.
Q. And so, that was fence was approved sixteen (16) years before you even moved there; correct?
A. Yes, sir.
Q. Thank you. You were not on the Architectural Review Board at the time, were you?
A. No, sir.

MR. JONES: Your Honor, I'm just handing this up.

THE COURT: Yes, sir.

Q. Rory, you are aware that a fence was constructed at -- on the property and Exhibit Six, in case you want to see it -- in fact, I'll show you the fence in Exhibit Number Six.

MR. JONES: Judge, can I pull this down?

THE COURT: Yeah, sure.

Q. Rory, I'm handing you a copy of Exhibit Number Six, and it goes A through F.
A. Okay.
Q. I want you to take a look at that. Is that a fair and accurate representation -- that first picture, for instance, was that first picture taken around January of 2023?
A. I don't know the exact date of it, but yeah, the fence looks like this.
Q. You say "the fence," is that what it looked like early on?
A. Yes, sir. That's what it looked like.
Q. Okay. That is Six-A; go to Six-B.
A. Okay.
Q. Is that what that fence looks like?
A. Yes, sir.
Q. Is that what it looks like today?
A. To my knowledge, yes, sir.
Q. Okay. Is that a fair and accurate representation of that?
A. Yes, sir.
Q. Okay. Rory, I want to ask you, there's been allegations that that fence was properly constructed when Mr. and Mrs. Josey moved in that house in January of '21. Let me ask you some

questions. You live around the corner from that house, don't you?

A. Yes, sir.

Q. And not only you live around the corner, but do you frequently walk by that house at 3020 Tidewater Drive?

A. Here and there, yes, sir; I walk by it pretty much three or four times a week. Sometimes, I don't get to walk.

Q. And so, in January -- in January of 2021, was there any fence being constructed at that house at that time?

A. Not that I know of.

Q. Okay. And you can see that cul-de-sac from there; correct?

A. Yes, sir.

Q. All right. Now, let me ask, when is the first time you saw any construction ongoing at that property at 3020 Tidewater Drive?

A. Well, I believe the first time I saw it was September 6th.

Q. And I see that -- and I'm going to talk to you about that email -- but when you saw the fence, what condition was it in when you saw it?

A. It was installed.

Q. Okay. And so, when you looked at 6-F there, was it in

-- not 6-F but it's 6-A, was it in that condition when you saw it built?

A. Actually, when I first saw it, it's been stained -- part of it has been stained here in this picture. When it was first built, there was no stain on it. But that's the condition.

Q. Okay.

A. That's the status it was in, yes, sir.

Q. And that was September 6th?

A. Yes, sir.

Q. Did you see any of the construction up to what you saw on September 6th?

A. No, sir, I did not.

Q. And you walk that street regularly you said?

A. Yes, sir.

Q. Okay. Why didn't you see it?

A. Probably late July right on to October, actually, I was suffering with sciatica; it hurt to walk, it hurt to talk. I mean, this thing -- it hurt to sit down. And so, I didn't walk for a while. A matter of fact, the day I saw this was late evening, and all of that is on the golf cart with my wife, and when I rode by, I didn't see it until I got to the left side of the fence. And that's when I saw the fence.

Q. Okay.

A. I hadn't been walking for -- I didn't walk until probably -- didn't start walking again until probably October.
Q. Okay. And so, what did you do when you first saw that fence was constructed?
A. My first thing was to call Gary Jones to make sure I hadn't missed anything while I was out because a lot of times, most of the times, I go on vacation or if I'm out with the ARB. And he said he had not heard of anything on it, and I told him what I saw, and he said that he would send him a letter.
Q. Okay. Incidentally, Rory, I want to ask -- I think day before yesterday, you were walking on Tidewater Drive, weren't you?
A. Yes, sir.
Q. Did you have occasion to see or hear from Mr. Josey who is one of the parties in this case?
A. Yes, sir.
Q. Tell me what happened.
A. As I approached his house, from the far corner, he was standing in the front yard on the phone, and as I got to the corner -- I was walking my dog -- and he was on the phone, you know, like he was recording; I just kept on walking, didn't say anything about it. And he invited me in to take

more pictures, and I told him I hadn't taken any pictures of his house. None of the pictures in this Court today have come from me. And he said, "I know you've been in my yard taking pictures. Take some more pictures." I said, "I don't want to take pictures of your yard; I've not taken any pictures." And about that time, I was still walking; I never stopped. I just kept walking because I know him. But the neighbor across the street had a young Lab and they were ---

MR. McCABE: Is he going to introduce hearsay?

MR. JONES: No.

Q. You can't say what somebody else said.

A. Okay.

Q. Okay.

A. I'm sorry.

Q. You can say what Mr. Josey said, but you can't say what a third party said.

A. Oh, no. The other fellow never said anything.

Q. Okay.

A. The dog -- a dog came out of the yard; he was bristled up like he wanted to fight, a young male Lab. And Mr. Josey was hollering, "Sic him, sic him, get him, get him, tear him up." I said, -- I stood there and my

dog stood beside me.

THE COURT: Hang on just a second now. I know sometimes emotions and I mean, I know sometimes we can't help it, but we can't have comment, emotional reactions, laughing. I need everybody just to control their reactions. If it becomes a problem, you may have to watch the trial from reading the transcript. So, anyway, let's just make sure that everybody in the courtroom limits their emotional response, and if they can't, they can walk out those doors.

MR. McCABE: May I object on the grounds of hearsay and nullness?

THE COURT: Mr. Jones.

MR. McCABE: Judge, he brought up whether somebody had been rude to them or not yesterday, and I'm -- he asked whether we had been rude to his client or not. And so, he seemed to inject that into consideration by the Court as to the attitude of the parties, and so, this is relevant for the same reason it was relevant to him to testify to yesterday.

MR. McCABE: I asked Ms. Josey if she had been rude in her communication in

requesting these Architectural approvals. I don't know how that opens the door to an alleged squabble between Mr. Hair and Mr. Josey other -- other than this is a part of what we consider and notice -- influence the outcome or if this has something to do with the fence is approved or should have been approved. I don't know this goes to any issue in the case without the mention of hearsay.

THE COURT: Well, let me ask. Is it citing evidence an exception to the Hearsay Rule? Again, I'm not trying to do Mr. Jones' job and I remind both of you that the entire case is not won or lost on a single witness's testimony. But there was, you know -- my general feeling is and we haven't gone far down the road with this, but there was some testimony about -- I mean, I get it; there's tensions here. There's tensions here. But I'm inclined to allow it. You know, it's not going to the level of trying to impugn someone's character, you know. There has been testimony about other -- I think you

raised the point in one of the other witnesses about historically members of the Board might come directly to the property owners, might come and engage them and talk to them. So, maybe, you know, and why that isn't a possibility. But anyway, I'm going to allow the testimony and, again, I remind everybody -- keep control of any outbursts. You might not get another warning; you might be out of the courtroom. Thank you much.

MR. JONES: Okay.

EXAMINATION OF RORY HAIR BY MR. JONES CONTINUED:

Q. Do you want to finish your answer?

A. Well, at that point, I kept on walking and the young man was trying to get his dog, and I heard comments, "Enjoy your fence." And I kept -- I didn't even acknowledge it; I kept on walking and he hollered a few more times, "Enjoy your fence." I did the thumbs up and kept on walking. "I said, enjoy your fence." That's how it went. I kept on walking. I never stopped to confront him, but it was just confrontational.

Q. Okay. Now, let's go to -- I want to ask you about Plaintiff's Exhibit Number Twelve (12).

Okay. Rory, I am handing you Plaintiff's Exhibit Number Twelve, okay, and this is an email exchange; do you see that? Have you got that Exhibit Number Twelve (12) in front of you?

A. Yes, sir.

Q. Okay. I want to talk to you a little bit about that; okay?

A. All right.

Q. So, Rory, there was -- the first contact you had from Ms. Josey was on May 22nd, 2021; correct?

A. That contact came from Nelle; Ms. Josey had sent a letter to -- an email to Nelle Tomlinson which is our admin.

Q. Okay.

A. And Nelle forwarded it to us. But at the point -- it actually came in on the 17th, I believe -- at that point, she didn't put her address in. Nelle responded -- give us an address, and then she provided the address for it. The first email I remember corresponding with her was when she applied for the swimming pool.

Q. Okay. Now, you actually sent her an ARB Form by email when she requested approval?

A. Yes, I think so.

Q. Okay. And it's in that Exhibit Number Fifteen

(15) that you have got in front of you; I think it is Fifteen (15). I want you to look at -- it's actually Exhibit Twelve (12). I'm sorry. Is that what you sent back to her?

A. Yes, sir.

Q. All right. And in that, what you did is you said -- you told her that if she applies, she had to use the ARB Form; correct?

A. Yes, sir.

Q. And you attached that form as well; correct?

A. Yes, sir.

Q. What else did you write in that email when you sent the form?

A. "Welcome to the neighborhood, you are a part of the Lakewood HOA. Thank you for reaching out to us for the addition of a pool. I have attached an ARB request; please fill it out and return it to me and I will present it to the ARB board and get it voted on. We request the forms be submitted before any significant changes are made tot the property. These changes include but are not limited to tree removals, landscaping, pools, and fences."

Q. Okay. So, what is the procedure that you followed then in May of '21 relative to how to make a request?

A. They submit a request to the ARB Board; we put it out to get it voted on, and we respond in kind.
Q. Okay. And in that same email exchange, did you respond when she sent it back to you, did you respond to the pool?
A. Yes, sir, I did.
Q. Of the in-ground pool?
A. Yes, sir.
Q. And you did that immediately?
A. Yes, the next day.
Q. Okay. All right. And I'm handing you -- I'm handing you the request which is Plaintiff's Exhibit Number Eleven (11); that's the request she sent in. It is dated July the 2nd, 2021; correct?
A. Yes, sir.
Q. All right.

MR. JONES: Please indulge me, Your Honor.

THE COURT: Yes, sir.

Q. Now, after she -- after she sent that to you, and of course, it was approved, did they build an in-ground swimming pool?
A. Not to my knowledge, no, sir.
Q. All right. And so, she then sent another ARB request

to you later on regarding dormers; right?
A. Yes, sir.
Q. And what was the request about the dormers? If you remember.
A. First, she sent an email saying she had an urgent request for repair to a leaking dormer; it had been leaking and the window rotted. And I told her to make the repairs, to go ahead and submit the request and we would get it approved immediately.
Q. Okay. And did you actually approve that dormer request?
A. Yes, sir, we did.
Q. All right. Rory, I want to ask you about a letter that was sent on June the 13th.

MR. JONES: It is Defendant's Exhibit Number Four, Your Honor, for the Court's reference. Let me put these back together. Twelve (12).

Q. Okay. Rory, on June the 13th, 2021, did Ms. Josey and Mr. Josey send a request, an ARB request, for a two car garage and for -- let me show you what I'm talking about.

MR. JONES: Judge, I'm looking for Defendant's Number Four.

THE COURT: Okay.

MR. JONES: Okay.

Q. I'm looking at Defense Number Four, Defendant's Exhibit Number Four. That is a letter that was sent to you by mail; correct?

A. Yes, sir.

Q. And that is dated June 13th, 2021?

A. Yes, sir. It was sent to the Lakewood Links Association, you know, with that. Yes, sir.

Q. Look at the back of that; what is attached to it?

A. An ARB request.

Q. Okay. And the ARB request was for what?

A. Construction of a two car-garage, a workshop and fence alteration, a five foot brick fence and six foot pillars along the house and proposed garage addition.

Q. okay. And did indeed when you got that, did the ARB discuss this request?

A. Yes, sir.

Q. And was it approved?

A. Yes, sir.

Q. Okay. Thank you.

MR. JONES: (To Court) I need to put this back.

Q. Rory, I am handing you what is marked Plaintiff's Exhibit Number Fourteen (14). Is that one of the

pages that was sent to you that was approved?
A. Yes, sir.
Q. Okay. And so, when was that sent back?
A. The week of -- the week that it was signed.
Q. Okay. And how did you send it back to them?
A. By mail.
Q. What's that?
A. By mail.
Q. And why did you send it by mail?
A. Because we received -- I didn't receive by email.
Q. Okay.
A. My standard, the way I do it is, if you send me a request by email, I'll respond to you by email. If you send me a request by mail, I'll usually mail it back to you. We do have some people in the neighborhood that don't have email addresses. So, even though I had sent her correspondence by email before, this came -- this did not come to me through email. Instead of scanning it into email, I just replied; I just sent it back. What I do, once I got it on email, I print it out anyway and I put it in the file and I send one back. And instead of having to put it in email also, I just mailed it and sent it back.
MR. JONES: Your Honor, I believe

this has been moved into evidence, Exhibit Fourteen (14); I believe it is in evidence. There's a second page of it I don't see in the file. I'll have to introduce one because that's only one of the pages. I'm asking, has that been entered into evidence, Number Fourteen (14)?

THE COURT: It's got the sticker on it.

MR. JONES: Yes, it does.

THE COURT: We'll go back and look. You know, you might want to check the document ahead and behind it to see if the page came off.

MR. JONES: I think -- let me see -- Number Fifteen (15). Those are Court's exhibits.

THE COURT: I think you've got all of them -- I think you took the stack of yellows.

MR. JONES: I don't see a yellow sticker on any of them.

THE COURT: Fourteen (14) was an ARB request, 6-13-20.

MR. JONES: Fifteen (15) was ---

MR. McCABE: Judge, I've got a two-sided version of it.

MR. JONES: Judge, this is a two-sided version of it; I'm not sure. I don't see ---

THE COURT: Do you want to substitute? Do ya'll agree that that's -- so, what's in evidence is not complete?

MR. McCABE: I think he submitted both pages when he put it in; I'm not sure if it got separated or something. I do recall that it was two pages. So, if we could substitute that. I objected to this being incomplete. So, when we were talking around it, it could be that we pulled it off, but he submitted both pages.

THE COURT: Okay. So, Fourteen (14) is supposed to be two pages?

MR. McCABE: That's correct.

THE COURT: So, this needs to be attached. Do we have a paper-clip, staple or something?

COURT REPORTER: I've got a paper-clip.

MR. JONES: I've got a paper-clip.

THE COURT: Something better than a dog-ear?

MR. JONES: If you need a paper-clip, I've got one now. Thank you, Judge. Thank you, Doris.

Q. So, Rory, these ---

MR. JONES: So, Rory, we're asking Doris to do everything and then I'm talking.

COURT REPORTER: I'm fine.

Q. And so, Rory, this Exhibit Number Fourteen (14), front and back, the date of that acceptance was what?

A. June the 15th.

Q. Okay. That is two days after you received the request; correct?

A. Yes, sir.

Q. And then that was both as to the fence alteration on the second page too; correct?

A. Yes, sir.

Q. And you sent that back by mail?

A. By U.S. mail.

Q. Okay.

MR. JONES: Thank you, Your Honor.

MR. McCABE: May I approach for the Exhibits?

THE COURT: Yes, sir. They don't have to stay right here; at the end of the day, they need to be here to make sure we've got them all. But wherever you need to put them -- if ya'll want to lay them out on that bar and that bar just so

that they are easily accessible, they don't have to stay right here as long as they are going to stay together and they don't get in anybody's briefcase or stack of stuff to take home. This is the Court's, this is the Defendant's.

MR. McCABE: P-Fourteen (14).

EXAMINATION OF RORY HAIR BY MR. McCABE CONTINUED:

Q. Mr. Hair, I'm showing you what is marked as Defendant's Exhibit Number Four, Plaintiff's Exhibit Fourteen.

A. Okay.

Q. Are you familiar with those documents?

A. This looks like a letter that was sent to Lawyer Reddick and then there's an ARB request that Mr. Jones' client mentioned.

Q. Did you say Lawyer Reddick?

A. Yes.

Q. Is this -- did you receive a copy of this letter by email?

A. I don't recall. I saw it in the HOAB. I believe I did; I'm not sure if I did or not.

Q. Hold on one second.

MR. McCABE: May I approach, Your Honor?

THE COURT: Sure.

Q. I am showing you what is marked as Defendant's Exhibit Five. Do you recognize that document?

A. (Witness reviews document). I do not.

Q. Do you recognize the email address on that document?

A. Lakewood Links HOA, yes, sir.

Q. Is that the email address that you used to communicate with the Josey's in the past?

A. Yes, sir.

Q. We talked about the pool. When you dealt with them on the pool, you responded by email to the Josey's, didn't you?

A. I did.

Q. And when they asked you about the dormers, you responded to them by email also, didn't you, using that same email address?

A. Yes, sir.

Q. And that email address there, does it have -- does it reference two attachments; was she asking if he received her letter?

A. I see, "Attached copy of letter." I do not see any forms.

Q. Take a look at D-Four. Have you ever seen this letter before?

A. Yes, sir.
Q. When did you first see it?
A. My first recollection, we talked about it in the HOA meeting, but I forwarded it with the email, in the case -- in the neighborhood email. They did not direct it to me to email, but I may have seen it today. I don't recollect when I first saw it.
Q. Okay. Well, on this Exhibit, Plaintiff's Fourteen (14) in front of you, ---
A. Okay.
Q. -- you signed that on the 15th, two days after the date of this letter; correct?
A. Yes, sir.
Q. And by chance, when did this -- when did you provide a copy of this letter to Mr. Jones, Dickie Jones?
A. I -- Gary would have been there; I don't know.
Q. When did you present it to Gary?
A. The next -- by the 15th; we had a meeting.
Q. Well, did you give him a copy of the letter ---
A. He had a copy of it.
Q. -- two months ago?
A. I don't recall whether I gave it to him two months ago or not.

Q. Do you recall people looking for some written approval from you within the last two or three months?
A. They asked me if there was an approval for a dormer.
Q. Did they ask you if there was an approval for a brick fence?
A. We talked about it; I don't remember the exact date. Yes, sir, we talked about an approval for a brick fence and the shop there.
Q. And sometime this summer you produced a copy of that document by Gary?
A. Uh-huh (affirmative response).
Q. Exhibit Number Fourteen (14); correct?
A. The date they got their request approved, yes, sir.
Q. Where was it before that?
A. It was in the file in Gary's office, and I keep this file on my records in my book.
Q. Where would I find a copy of the letter that you transmitted to the Josey's with that approval?
A. It should have been in the mail; they should have got it. I mailed it -- I mailed them a copy of the approved ARB request. So, I -- the yellow approved signed copy on our side with a folder in Gary's

office.
Q. Well, they emailed a copy to you to request of you, didn't they?
A. They emailed the letter, and what I did is I took and pulled -- I took the papers off, and I mailed them back.
Q. And does anybody else have a copy of the letter that you sent transmitting that approval?
A. The copy that's in -- just the copy that's in the book -- in the file, in their file.
Q. Do you happen to know if that document was introduced with the initial Discovery Responses?
A. I do not.
Q. Do you know why that document wasn't presented until after the 30(B)(6) deposition was set up?
A. I have no idea.
Q. And when did ---
A. The only ARB request that I made that Mr. Jones did not have and we talked about it was the one for the dormers, and he said he didn't see an ARB request in there for it and I had a copy of it. But I don't know why it wasn't submitted; it was in the file.
Q. Do you recall when you signed the approval?
A. In '15. I don't remember the exact, I mean, circumstances, but yes.

Q. Did you -- you signed it after a meeting?
A. Signed at a meeting?
Q. That ARB meeting?
A. I imagine so, yes, sir.
Q. And so, ya'll would have had an ARB meeting and then approved it?
A. I imagine so, yes, sir.

MR. McCABE: May I approach?

THE COURT: Yes, sir.

MR. McCABE: This is Number Eight.

(MINUTES OF LAKEWOOD LINKS PROPERTY OWNERS ASSOCIATION MEETING DATED AUGUST 15, 2022, MARKED AS DEFENDANT'S EXHIBIT NUMBER SEVEN).

MR. McCABE: Thank you.

COURT REPORTER: You're welcome.

Q. I'm showing you what is marked as Defendant's Exhibit Number Eight (should be Seven which is clarified later on). Take a look at that and tell me if you recognize it.
A. It looks like the Minutes of a meeting.
Q. It looks like or it is?
A. It's the Minutes -- it's the Minutes of a LLPOA meeting.
Q. And what is the date of that meeting?

A. June the 15th.
Q. No, look again.
A. August 15th. I'm sorry.
Q. And August 15th of 2022?
A. Yes, sir.
Q. And so, what date did you sign Exhibit Fourteen (14); June 15th, 2022?
A. That's what I thought it was, yes, sir.
Q. Okay. Go down to the ARB meeting Minutes.
A. I see it.
Q. Read Number Five, please.
A. "3020 Tidewater Drive, April Josey - request to build shop and brick fence."
Q. "Request to build shop and install brick fence on property as per previous request on file in her records"?
A. Yes, sir.
Q. "Motion made and carried."
A. Yes, sir.
Q. And so, you actually wrote this on August 15th, 2022; correct?
A. It appears.
Q. Maybe that's why you don't have a transmittal letter?
A. I still mailed them a letter; I mailed a copy back to them when I got -- when we signed it.

Q. But you -- your communication would have been by email?
A. Right. That is correct. If I receive it by email, I send it by email. I send it by letter if it came in the form of a letter. I sent that by mail.
Q. Doesn't the exhibit up there show that you received this request by email?
A. The whole letter, yes, sir. I printed out the letter. The ARB request comes in by letter and if it comes in a sealer separately by itself, I respond by email. If it comes in as an attached form as an attachment, I usually send it back by mail.
Q. So, August 15th, 2022 was two months after the Architectural request was submitted; isn't that correct?
A. Yes.
Q. And that formally applied to the shop and the brick fence; correct?
A. Yes, sir.
Q. Okay. Well, let's look at the letter. If you would look at the second page.
A. Okay.
Q. In fact, if you could go down to the paragraph that

begins with "Mr. Reddick's letter," ---
A. Okay.
Q. Read the second sentence of that paragraph, please.
A. "In light of the other outlined concerns with the current By-laws, we are asking the Association to retroactively approve our existing fence in good faith as the fence is in compliance with the previous Conditions and Restrictions established in '88."
Q. And did you respond to that?
A. No, sir.
Q. Have you responded to it at any point?
A. No, sir.
Q. Why haven't you responded to it?
A. Because that's not on an ARB Request Form.
Q. Okay.
A. That's considered negotiations. And every other form -- a request is put on a form; that was not on a form.
Q. And so, your position at the time was that that was an offer of compromise under the Rules of Evidence; that was your position in June of 2022?
A. I didn't say an ARB request to read.
Q. And so, the reason you didn't respond -- I just want to be clear -- to this request is because you thought it was an offer of compromise?
A. I did not see it as a request; I saw it that she

backed it as a request.
Q. Okay. And so, where is the requirement that homeowners submit a request on an improved Architectural Review Form?
A. In the Covenants.
Q. In the Covenants?
A. Yes, sir.
Q. Or in the Conditions and Restrictions?
A. I believe it's in the By-laws.
Q. In the By-laws. Okay. Do you understand that your legal position in this case is that the Conditions and Restrictions are not valid?
A. Yes, sir.
Q. Okay. That is where I would find the Architectural Review Form; correct?
A. The form has been established since August -- I think August of '14; in fact, the same form we'd been using prior to that, we currently use, which is this (witness shows document) has been in effect since '14. And in my letter to Ms. Josey -- Ms. Josey, the reply email to Ms. Josey a while back that Mr. Jones supplied is that we supply a request form.
Q. So, let's look at these Conditions and Restrictions in front of you marked ---

MR. JONES: Judge, if we have him use that white notebook ---

MR. HAIR: This is By-laws; this isn't the Restrictions.

MR. JONES: Okay. I'm sorry; I thought you were talking about ---

MR. McCABE: It's Conditions and Restrictions.

MR. JONES: Okay.

MR. HAIR: It's in there too?

MR. McCABE: Yes, sir. This is the way it was recorded.

MR. HAIR: Okay.

Q. I'm showing you what is marked as Defendant's Exhibit One; if you look at the top corner, it has a Deed Book?

A. Yes, sir.

Q. The Deed Book 1265, Page 5784.

A. Repeat that. I'm sorry.

Q. Sure.

MR. McCABE: May I approach, Your Honor?

THE COURT: Yes, sir.

MR. McCABE: I'm pointing to this book and page number. I'm pointing it out for the record, Judge.

Q. Do you see the first page of this document which says "Lakewood Links Property Conditions and Restrictions"?
A. Yes, sir.
Q. If you will turn to the last page. Well, look at the Table of Contents on Page Two of that document. See at the bottom, "ARB Request Form"?
A. Yes, sir.
Q. And that is the required form; correct?
A. Yes, sir.
Q. And this is the document that says you have to use the required form; correct?
A. That's not the only -- the policy has always been since '15 when they established this form, and yes, this is an attached -- attached to this CR, yes, it is. But the policy since I have been here, and I joined in '18, which was before the C&R's, was to use an ARB Request Form for any request made.
Q. And so, is it your testimony that you would not respond to an Architectural request unless it is on this form?
A. I didn't -- that is the request we respond by. Now, I did not see it as a request when you request it in a letter, I did not respond to that, no.
Q. Where would I -- if these Conditions and Restrictions were not valid, where would I find a requirement that

a homeowner has to submit an Architectural Request using this form?

A. We've been supplying them since we -- when we send the email, to anybody that moves in, we send them because I send them a copy of the Covenants. And I've been there since -- the Chairman since '19. Any correspondence I've had with a neighbor, I send them a copy of the Covenants and a copy of the ARB Forms.

Q. Okay. But my question is, outside of this document, where is this a written rule for a requirement that a homeowner submit an Architectural Request using this form? If your answer is -- it's our practice, -- that's sufficient. If it's a requirement, then I would like to know where I would find it.

A. It's our practice. I don't know -- we supply that at the meeting, and it's the status in there.

MR. McCABE: May I approach?

THE COURT: Yes, sir.

Q. All right. That is -- you are looking at Plaintiff's Exhibit One. Can you show me in here where there's a requirement in that document that an owner has to submit an Architectural Request on an approved Form in order for it to be considered?

A. I don't know that it's written about standard

practice.
Q. Okay. So, just to be clear, your testimony is that the ARB has never responded to the request to retroactively approve the fence that the Josey's installed?
A. For me, I didn't see it as a request, no, sir, and did not reply.
Q. And so, there's no response?
A. There's no response; correct.
Q. And the portion that you did approve, was it done in July -- excuse me on June 15th, 2022 or August 15th, 2022?
A. Evidently, it was done in August, and I mailed it -- it was mailed -- I must have put the wrong date on it, the wrong month.
Q. Why did you put the wrong date on it?
A. I don't know; I couldn't answer that.
Q. Why did you only recently provide it?
A. I didn't just provide it; it's been in the file since the beginning. Since the meeting, it was signed and I put it in the file cabinet at Gary's office.
Q. Did you back-date it?
A. Not to my knowledge, I did not, not intentionally. Evidently, I did, but I didn't -- I didn't intentionally do it.

Q. You live about six to eleven houses down from the Josey's, correct, depending on how you count them?
A. Something like that, I guess. Around the curve.
Q. Around the curve?
A. Around the curve.
Q. I believe your testimony is that you routinely walk through the neighborhood; correct?
A. I do.
Q. Do you walk to golf?
A. I do.
Q. And you walk by their house all the time, don't you?
A. Not all the time. Not as much as I used to now, but at one time, I was walking four to five to six days a week.

MR. McCABE: These are just Court Exhibits?

THE COURT: Uh-huh (affirmative response). Yes.

Q. And I think you testified that you weren't able to drive I think from June to October of 2021?
A. No, sir. I was not able to walk; I could drive.
Q. Walk?
A. I didn't -- I didn't -- walking hurt, and so, I didn't

do a lot of walking.
Q. Well, did you drive through that time period?
A. Sure.
Q. Did you ride the golf-cart during that time period?
A. Not much, because it hurt to ride on a golf-cart.
Q. Did you work during that time period?
A. I did.
Q. Did you drive to work every day?
A. No, sir. I worked from home.
Q. Did you go to the grocery store during that time period?
A. I doubt it, but I may have.
Q. Did you drive by the Josey's during that period?
A. No, sir.
Q. You didn't drive by their house?
A. No, sir.
Q. Are you sure about that?
A. That I know of, yeah. I don't recall driving by their house. When I leave -- they're at one end of my street and I'm at this end of the street (witness indicates). When I leave, I go this way (witness indicates). I don't drive all the way around the block to leave my neighborhood. When I leave, I go straight out and go that way

(witness indicates). I don't recall riding by it.

MR. McCABE: May I approach?

THE COURT: Yes, sir.

MR. McCABE: Your Honor, at this time I would move Exhibit D-8 into evidence.

MR. JONES: What is Eight?

MR. McCABE: It's the Board of Directors and ARB Meeting Minutes from August 15, 2022.

THE COURT: Mr. Jones, have you looked at it?

MR. JONES: I have, Your Honor.

THE COURT: So, that would be -- is that the right number?

MR. McCABE: Eight.

COURT REPORTER: Maybe Seven.

MS. BURRESS: It should be Seven.

MR. JONES: Seven.

THE COURT: Defendant's Four, Five, ---

MR. McCABE: (To Ms. Burress): Ms. Burress, do you need a position? I wish I had a Ms. Burress here.

THE COURT: This is Seven, I believe.

MR. McCABE: Okay. I'm sorry. Seven. So, can I go back and mark this as Seven?

THE COURT: Sure. So, we had Six for I.D. We had that question yesterday if Six was supposed to come in yet.

MR. McCABE: I had a note to move that in, and I forgot. Thank you.

THE COURT: So, this is Seven. Do you want to deal with Six now or is that for later?

COURT REPORTER: So, Eight becomes Seven?

MR. McCABE: Yes, ma'am. Can we take it off?

COURT REPORTER: Yes, I think we can.

MR. McCABE: Okay. So, I move into evidence Exhibit Number Seven.

THE COURT: Seven. Seven is in without objection. Mr. Jones, any position on Six?

MR. JONES: I -- what is Number Six?

MR. McCABE: It's the emails with Glenn Cockerill.

MR. JONES: I see. I have no question -- there's no -- I have no objection.

THE COURT: Okay.

MR. JONES: That's Six.

THE COURT: That was for I.D. So, it already had a sticker. It is now in evidence.

MR. McCABE: Okay.

Q. Now, I want to show you what is marked as Defendant's Exhibit Number Eight. Do you recognize this, what is depicted in this photo?
A. I do.
Q. What is it?
A. It's a side picture of my yard with my camper and my son's truck.
Q. And your wooden privacy fence?
A. An my wooden privacy fence.
Q. You also have a chain-link fence, don't you?
A. I do.
Q. You've got a wooden privacy fence on the side -- on one side?
A. On both sides.
Q. On both sides?
A. On both sides and across the front and across the back.
Q. You have the distinction of having the only painted black privacy fence in the neighborhood, don't you?
A. I don't know about that. But mine is black, yes, sir.
Q. Do you know of any other black painted wooden privacy fences?
A. Not that I know of, no, sir.
Q. And is parking that -- is that an RV or a travel trailer; what do you call that?

A. It's a fifth-wheel camper.
Q. Sir?
A. A fifth-wheel camper.
Q. Is that not under the Restrictive Covenants?
A. No, sir. It's technically in my backyard. That side of my yard, I own that side all to the evergreens that you're looking at. It's a storm-water easement. I cannot fence that in because they have to get in there to work on that storm-water ditch. So, I back my camper in behind the fence, behind the line of the fence so it would be in my backyard.
Q. Well, that's larger that Mr. Josey's utility trailer, isn't it?
A. I would imagine so, yes, sir.
Q. Do you imagine or it is?
A. Yes, sir, it is.
Q. All right.

MR. McCABE: May I approach, Judge?

THE COURT: Yes, sir.

Q. Do you have the email that you sent to Ms. Josey up here?
A. No, I do not. Sorry.

MR. McCABE: Sorry, Judge.

THE COURT: That's okay. Take your time.

Q. Do you recall sending an email to the Josey's advising

them that their wooden fence violated the Restrictive Covenants?

A. Yes, sir.

Q. Did you -- did you ever consider on any of your walks stopping by and asking them about the -- about the fence?

A. No, sir. The only interaction I've had with them before the fence was when they walked by the yard one day and my dog came to the edge -- came up near my yard and bristled up and it was confrontational. So, I'm not going to walk in somebody's yard and tell them they can't have something this day and time. If I see it, I'll email it. I did not walk in the yard.

MR. McCABE: Your Honor, is there any way I could consult with Ms. Burress?

THE COURT: Yes, sir.

MR. McCABE: (To Ms. Burress) I don't see the Exhibit with the one -- with the G-mail -- I mean, the email advising -- the email exchange.

MS. BURRESS: Let's ---

MR. McCABE: Oh, maybe he's got it.

THE COURT: Must be.

MR. HAIR: I have the one that Mr. Jones gave me earlier.

MR. McCABE: I'm sorry. I forgot to do two

of these. May I approach, Judge?

THE COURT: Yes, sir.

Q. I'm going to hand you what is marked as Plaintiff's Exhibit Number Twelve (12), and I'm going to flip back and you're welcome to read the page before.

A. All right.

Q. But could you take a look at that email and tell me if you recognize it?

A. I do.

Q. Do you recall seeing that email?

A. I do.

Q. Okay. And you reference in that email a violation of the provision of the Covenants, don't you?

A. Explain.

MR. McCABE: May I approach, Your Honor?

THE COURT: Yes, sir.

Q. Read this right here where it starts with, "We respectfully request."

A. "We respectfully request that you take down your privacy fence within sixty (60) days of this email."

Q. Keep going.

A. "Only fences in a backyard are permitted. The fence cannot extend further than -- further forward towards the street and midway of the sides of the house. Four feet maximum height for coated black chain-link fence,

-- coated black chain-link, black wrought iron or black aluminium or combination of brick and black metal." Keep going?

Q. That's fine. Will you turn -- take Defendant's Exhibit One and turn to Page Five of the Conditions and Restrictions and tell me if the section on fencing is what you copied and pasted into that email?

A. I can tell you automatically it is.

Q. It is?

A. It is.

Q. The Conditions ---

A. At that time, I thought that these were in effect.

Q. Okay. You thought ---

A. I found out after that, they weren't valid.

Q. Okay. You found out after they weren't valid?

A. I found out, yes.

Q. Okay. And you found out after that the ARB that was required by this same document couldn't be enforced per the terms of this document?

A. The ARB Form was in effect before the C&R came about; that's what we had been using. They were established in 4-15, but the final draft wasn't drawn up in 2015 is what I understand; that's what we've been using the whole time before the C&R's come in.

Q. Was it ever recorded?

A. I couldn't tell you that; it was before my time.
Q. All right. Did you consult with Mr. Reddick -- and I'm not asking -- before I start, I'm not asking you to tell me anything that Mr. Reddick told you -- but did you consult with Mr. Reddick about -- prior to him sending a letter to the Josey's?
A. I never talked to Mr. Reddick.
Q. Who talked to Mr. Reddick?
A. I would imagine Gary Jones did.
Q. Have you seen the letter from Mr. Reddick?
A. I don't recall.
Q. That was drafted and sent to the Josey's?
A. I imagine I did, yes, sir.
Q. Would it surprise you that he referenced the same sections and that he referenced the Conditions and Restrictions?
A. It's not before me.
Q. We talked about it though, didn't we?
A. Based on the C&R, yes, sir. I -- in the Covenants, it states "No fence, pool or whatever can be erected without an ARB Request approved by the ARB." That -- those fences have become policies or guidelines for what we actually look for. So, when they did the C&R's, yes, that was put in the C&R's.

Q. I understand. And from time to time, people begin working on a project at their house without getting Architectural approval; correct?
A. Uh-huh (affirmative response).
Q. That is a yes?
A. It has happened, yes, sir.
Q. And I'm not picking on you. She ---
A. Yes, sir. I'm sorry; I'm sorry.
Q. When you nod your head or go uh-huh, I know what you're saying, but she has to pick that up.
A. I wasn't thinking about that; I apologize.
Q. That's fine. And so, after people complete projects or while people are working on projects, do they ever submit a form or a request to you asking you to approve their project?
A. We have received forms the day of, and I have went to people that's, like, cut a tree down and say -- please submit a request -- if I saw them do it. If I don't see it, I mean, I imagine people do it and I never hear from them.
Q. But if they have already done it and they submit the request, will you fairly consider it?
A. Yes, sir.
Q. Would you consider retroactive approval?
A. Yes, sir.

Q. Okay. And do you think you are obligated to respond to that within thirty (30) days?
A. That would be fair, yes, sir.
Q. And that's because the Covenants require you to respond?
A. That's correct.
Q. And the Covenants say if you don't respond within thirty (30) days, it's waived; right?
A. And then they have six months to do it.
Q. What do you mean by that?
A. I'm pretty sure in the Covenants, it says within -- the completion of the project, six months; that's the policy we've used.
Q. Okay. I'm going to give you the orange Highlighter again and ask you to mark ---
A. I don't know where it's at in there. That's the -- I don't know where it's at.
Q. Let me help you. I don't want to put words in your mouth. But when you say "six months," are you referring to the approval is only good for six months; is that what you're talking about?
A. Yes, sir.
Q. Okay.

MR. McCABE: Thank you. I appreciate it.

MR. HAIR: I'm done?

MR. McCABE: Yes, sir.

THE COURT: Redirect?

MR. JONES: Yes, sir, Your Honor.

REDIRECT EXAMINATION OF MR. RORY HAIR BY MR. JONES:

Q. Rory, I want you -- I've got a white notebook floating around here -- yes, here it is. Rory, I want you to turn to Page Thirteen (13). I've got it -- turn to Page Thirteen (13) of that. Do you see that?

A. Yes, sir.

Q. All right. Look at that paragraph. It says, (C) Architectural Review Board." Do you see that; it's underscored right at the top of the page? Looking at Page Thirteen (13)?

A. Yes, sir.

Q. And then go down to Parenthetical Two; do you see that paragraph?

A. Yes, sir.

Q. All right. Go down to the bottom, and it says, the sentence says, "The Review Board shall operate in accordance with its own rules and procedures." Do you see that?

A. Yes, sir.

Q. Yes?

A. Yes, sir.

Q. Okay. So, these forms, the ARB Forms, was that a part of the procedure?
A. Yes, sir.
Q. Okay. Now, I want you to look at Page Fourteen (14) of the Covenants, okay, and I want you to look at, it will probably be -- it starts -- it's Paragraph F, Subparagraph F on Page Fourteen (14), Parenthetical F; do you see that?
A. Yes, sir.
Q. And then go down and it says -- it says, "Approval," it's like the fifth line down from the bottom?
A. Yes, sir.
Q. It says, "Approval shall be dated and shall not be effective for construction to commence more than six months after such approval." Do you see that?
A. Yes, sir.
Q. Okay. All right. Now, let me ask you about -- I'm sorry.

MR. JONES: Judge, I'm having to fish through these exhibits.

THE COURT: You guys are confused by the number of your own Exhibits. Now, I'm going to have to put that on the record.

MR. JONES: Actually, Judge, it's not the confusion of the Exhibits because I've

got that written.

THE COURT: So, at some point, ya'll have both told me how clear it is in this Motion and that Motion, and ya'll are having trouble getting through the number of pages of Exhibits. I just wanted to, you know, remind you of that.

MR. JONES: Judge, it's identification of the documents; to retrieve is the problem.

THE COURT: Okay.

Q. Okay. I want to ask you about the in-ground pool request; that was requested on July the 7th. That is Exhibit Number Eleven (11); right?

MR. McCABE: I object. I didn't ask him about the pool request.

MR. JONES: Okay. I'll move on, Judge.

THE COURT: Okay about the pool request then.

Q. Okay. Let me see what you have got in front of you there. All right. I'm looking at Fourteen (14), Exhibit Fourteen (14), which is front and back. Take a look at that.

A. All right.

Q. That is your signature on the bottom; right?

A. Yes, sir.
Q. The date of that document is 6-15-22; correct?
A. That's what is on it, yes, sir.
Q. Okay. Is that the day you signed it?
A. That's what I thought it was.
Q. Okay.
A. But if I put the wrong date on it, I didn't intentionally do it.
Q. Okay. Well, three people signed it; correct?
A. Yes, sir, but I signed and dated it.
Q. All right. Now, let me ask you this. This Exhibit, which is -- you still have those Exhibits in front of you -- it sets out -- it sets out what they're asking to do; correct?
A. Yes, sir.
Q. Okay. And was that -- has any of that construction been done?
A. No, sir. Not to my knowledge, no, sir.
Q. And more than six months has passed since that time; correct?
A. That is correct.
Q. Okay. Now, let me ask you about your meeting of the Architectural Review Board and the Board of Directors. Those meetings, do you have them every month during the summertime too?

A. Usually. Sometimes, we may skip July.
Q. Okay. And if you skip July, do you take up the Minutes from June then; correct?
A. I would imagine; yes, sir, I don't know.
Q. Okay.
A. I'm not familiar with the Minutes.
Q. Okay. The reason I say that, Exhibit Number Eight, let's see if I can put my hands on it, Defendant's Exhibit Number Eight. Yes. Actually, it's Exhibit Number Seven, Defendant's Number Seven, I want you to look at the top, it says -- it says, "Minutes of 6-13;" do you see that? Do you see several lines down, it says, "Minutes of 6-13 meeting." Do you see that?
A. Yes, sir.
Q. All right. And so, what happens is, in this August meeting, you guys were approving what could not be brought up in July; correct?
A. I would imagine so, yes, sir.
Q. Okay. And so, what happens is, you guys have a meeting in June, but you didn't actually bring that before you until August; correct?
A. We probably talked about it again in August, I would imagine; I don't remember.
Q. Okay. And so, you had a meeting in June; that record

shows you had a meeting in June, and so, you approved those Minutes from June in August; correct?

A. We would have approved them at every meeting, yes, sir.

Q. Okay. All right. Thank you.

MR. JONES: Judge, I have no further questions. Thank you so much, Rory.

MR. HAIR: Yes, sir.

THE COURT: Any Recross on that, Mr. McCabe?

MR. McCABE: Yes, sir. May I approach?

THE COURT: Yes, sir.

RECROSS EXAMINATION OF MR. RORY HAIR BY MR. McCABE:

Q. Back to Exhibit Number Seven; let's look now and read this document Number Seven. The top says, "Minutes of the LLBOA Board of Directors Meeting - 6:00 PM, August 15, 2022;" correct?

A. That's correct.

Q. And then it says, "Meeting called to order by President Gary Jones." Correct?

A. Yes, sir.

Q. Okay. And it says Minutes were approved from the June 13th, 2022 meeting; correct?

A. Yes, sir.

Q. All right. Now, are these -- do you routinely adopt

the Minutes that were taken at the Board meeting at the beginning of the subsequent Board meeting?

A. I'm not sure how she does that.

Q. Well, if you -- have you served on the ARB for several years?

A. A few years, yes, sir.

Q. And the ARB meetings are held during the Board meetings, aren't they?

A. Yes, sir, during those.

Q. Okay. And at the beginning of every meeting, you review and approve the Minutes from the prior meeting; correct?

A. Yes, sir.

Q. And that is Bullet Number One, and then if you will go down to the sentence that begins with "Regular LLPOA." Do you see that?

A. Yes, sir.

Q. It says, "Regular LLPOA Board of Directors meeting was closed and the LLPOA ARB meeting began with Chairman Rory Hair presiding." Did I read that correctly?

A. That is correct. Yes, sir.

MR. McCABE: Thank you.

THE COURT: Sir, you may step down.

MR. HAIR: Thank you, sir.

MR. JONES: Mr. Charles Carr, Judge.

MR. CARR: Good morning, Judge.

THE COURT: Good morning. How are you?

MR. CARR: Good.

THE COURT: All right. We are getting there. If you would raise your right hand.

MR. CARR: Yes, sir.

THE COURT: Do you swear or affirm that everything you tell me today will be the truth, the whole truth and nothing but the truth under the penalty of perjury?

MR. CARR: Yes, sir.

THE COURT: You are sworn.

(Charles M. Carr, having been duly sworn, testified as follows:)

EXAMINATION OF MR. CHARLES M. CARR BY MR. JONES:

Q. You are Mr. Charles Carr; right?

A. I am Charles E. Carr, yes.

Q. Okay. Charlie, you -- pardon my back -- but you served on the Architectural Review Board; correct?

A. Yes, I have.

Q. Okay. And you have also served on the Board of Directors; correct?

A. Yes, I have.

Q. Okay. Let me talk to you a little bit about the operation. Tell me about, what is the operation

of the Architectural Review Board; that is, how does it work if somebody presents a request for, say, a fence, how does it work?

A. Well, it's required by the Covenants that they ---

MR. McCABE: Your Honor, I object. This is cumulative. We have heard how the ARB works numerous times over the past few days. I would respectfully request that we advance.

THE COURT: Mr. Jones, is Mr. Carr currently on the Board?

MR. CARR: Yes, I am.

MR. JONES: He is, Your Honor.

THE COURT: All right. So, Mr. McCabe, you are just talking about the background information or historical, how the Board is operated?

MR. McCABE: Yes, sir.

THE COURT: I mean, I haven't heard what he's going to testify to yet, but I think yesterday Mr. Jones said about forty (40) minutes. Now, I'm sure that was Direct; we went past that on the other one but there was some Cross. So, Mr. Jones, you don't intend to rehash old ---

MR. JONES: I'll move on, Judge, Incidentally, Judge, I stayed under my forty (40) minutes even with Redirect. I made sure of that.

THE COURT: Okay. There was extended Cross. That was ---

MR. JONES: Okay.

THE COURT: And in the interest of time,

MR. CARR: Do we start the clock?

THE COURT: Out of the interest of time -- hold on just a second. Our interest of time is noted and it was actually two and a half -- we didn't start the first thing Monday, and so, this is all Monday afternoon, all yesterday and starting today. And we've got to get to Mr. McCabe's case and he has got to have full opportunity to present that knowing that Friday is a dead day. And so, I am going to recognize the objection, but I -- Mr. Carr is on the current Board, and so, I'm just going to hold Mr. Jones to let's not rehash old ground.

MR. JONES: Thank you.

THE COURT: Thank you much.

EXAMINATION OF CHARLES CARR BY MR. JONES CONTINUED:

Q. Charles, you have been -- you have lived there

since 2016, haven't you?
A. Yes, I have.
Q. And talk to me a little bit about what you understand to be the provisions of grandfathering in property; you tell the Court how that works.
A. Well, we've discussed it. There's never anything actually been presented to the owners, but we've discussed that fences and other items, like, outbuildings which was grandfathered and was sent to the homeowners and was prosecuted in two cases I'm aware of where they were forced to remove those things. We discussed during that to be fair to the property owners about the fencing that is established at that point in time. As to being fair to them, you can't just go say -- well, you've got to take it down because it doesn't meet the current policies and guidelines. To be fair to them, we would grandfather, and that would be removed when the property changed hands.
Q. Okay. And as far as the -- Mr. Cockerill did an inventory of the lots, and you went through actually and you have reviewed what lots have fences and which are in the subdivision and which are in accordance with the rules; correct?
A. That is correct.

Q. Okay. All right. Tell the Court the process you went through; first of all, in looking through Mr. Cockerill's properties, what did you do by way of studying what the status of those fences or denial of the fences were.

A. Well, I also used a -- we went to the list of Bill Salyer's which was a list of all the ARB requests that were made to the organization and used that.

MR. McCABE: Sir, I'm having trouble hearing. I'm sorry. I don't mean to be rude. Can he repeat that?

MR. CARR: You want me to get a little closer?

MR. JONES: Is it working you think?

MR. CARR: Is it working?

MR. McCABE: (Taps microphone). Yeah, it is working.

MR. CARR: Okay.

MR. McCABE: It's probably me. We could hear it when we touched it. Yes, sir.

A. So, I took Bill Salyer's list and Glenn Cockerill's list; I went to the corporation's records and I went through that list item by item, file by file, looking to see if what was listed in Cockerill's list was

accurate, and I believe you have a reduction of that list. I also looked to see if the Josey's have ever submitted a request for a wooden fence and there was nothing in the corporate records indicating they ever submitted a request for a wooden fence.

Q. And what did you find?

A. That's what I found; there was no request for a wooden fence from the Josey's, but I did find that the other list was accurate.

Q. Charles, I want to hand you a copy of a document and ask if you can explain what this is. First of all, is that prepared with information from you?

A. Yes.

Q. Okay. Explain to the Court what that is.

A. That is a compilation and a reduction of Glenn Cockerill's list and the list provided by Bill Salyer. As I went through the records of the corporation, that is a composite. I was rather interested to find that thirty-four (34) years of records maintained by the corporation through all the various volunteers' hands that those records went through, that they were very accurately kept, simply because it's all volunteers doing this.

Q. Okay.

MR. JONES: Your Honor, I would like to move this into evidence. I guess this is Plaintiff's Exhibit Number Twenty-nine (29). Plaintiff's Exhibit Number Twenty-nine (29).

THE COURT: Mr. McCabe.

MR. McCABE: No objection.

THE COURT: Without objection. Doris, does that look like the right number?

COURT REPORTER: It does, yes.

MR. JONES: Thank you. Twenty-nine (29) goes in as I understand, Your Honor.

(DOCUMENT ENTITLED "COCKERILL INVENTORY OF FENCES 2017, CARR ON-SITE INSPECTION INVENTORY MARKED AS PLAINTIFF'S EXHIBIT NUMBER TWENTY-NINE (29).

THE COURT: Yes, sir.

MR. JONES: Thank you, Your Honor.

THE COURT: Yes, sir.

Q. Charlie, I want to talk to you about this a little bit so the Court can understand it; okay?

A. Okay.

Q. I see on the left-hand side, those are addresses of the properties involved; correct?

A. Yes, those are the properties in Lakewood Links.

Q. And I see, these are the ones that should have fences in question in places; correct?
A. Yes, sir.
Q. All right. And I see it describes the fence in the middle; correct?
A. That would be correct.
Q. All right. And then it goes through and on the right-hand side, it shows what the disposition of that was; correct?
A. That was the disposition that I found in the files, yes.
Q. Okay. I see, for example, 100 Banff Springs was approved in 2000; correct?
A. That is correct.
Q. And that shows up in Mr. Mack Kolb's records, correct, as part of the records?
A. Yes.
Q. Okay. And then I see in 3456 Green View Parkway, it was grandfathered in 4-06-18; correct?
A. That is correct.
Q. And then 3460 Green View Park Parkway, white vinyl stockade fence constructed January of '05; correct?
A. That is correct.
Q. All right. Now, I seen in green, it says,

"Picket fence;" would you explain to the Court, 55 Killarney, ---

A. Yeah.

Q. Explain to the Court "picket fence".

A. Picket fence is more than -- more of a smaller fence. It's short, eighteen (18) inches to twenty-four (24) inches, more open, and so, it didn't seem to violate the Covenants, and it was still aesthetically pleasing.

Q. Okay. And did the height come into consideration in that?

A. Yes -- I wasn't there for that decision, but, yes, it probably could have been. It's only about -- it's only a couple of feet tall, eighteen (18) inches to twenty-four (24) inches.

Q. How about seeing through it?

A. Oh, absolutely. It's very open to see through.

Q. All right. Now, I see 3050 LaCosta, it says, "Brick fence now." Why is that significant in dealing with that particular property?

A. Well, that property had a white picket fence, and I believe they wanted to make it taller but it was denied. And so, they took that out and put in a brick fence.

Q. Okay.

A. And that was very expensive.
Q. Okay. And then I see 20 Laval Court; it has "Back side of lot." Can you explain what that means?
A. On the back side of the lot. That would be the back side back towards the rear of the house.
Q. Okay. All right. And then I see here 70 Prestwick and 80 Prestwick. Those are in red; what does the red -- what does that demonstrate?
A. The red demonstrates that I can't find anything in the records that either was approved or not approved for that particular entry.
Q. Okay. All right. Then I see here 3015 Tidewater, it says, "Not a part of Lakewood Links Property Owners Association." Do you see that?
A. Yes, sir, I see that.
Q. Okay. And then 3005 Tidewater was approved in '07; correct?
A. Where are you at?
Q. Right here; keep going.
A. 3005 Tidewater, approved, 2007, yes.
Q. Okay.
A. A chain-link fence.
Q. Okay. Now, the Lakewater -- the Tidewater property that Mr. and Mrs. Josey have, that borders -- the back

or the sides of their property borders -- it is bordered by Lakewood Estates; correct?

A. Well, that -- yes. Every time we have a new member move into the neighborhood, we get this question as to why we are not fixing up the north entrance, the north entrance being the entrance at Lakewood Estates. Then we have to explain to the new people that there's four Associations; there's Lakewood Links, Lakewood Estates, Upper Pond and Lower Pond. There's four Associations. People don't seem to grasp that we can't make the north entrance look as nice as the Lakewood Links entrance. The Lakewood Links entrance, before my arrival, they did a special assessment to themselves to pay to have it make -- to make it look more like a resort; it does look like a resort when you pull into that lower. People don't understand that Lakewood Estates is a separate corporation, and we cannot go invade that corporation's space just to make it look pretty.

Q. Okay.

MR. McCABE: Judge, we will concede this list to be what it is and the disposition and the addresses and the type

of fence as he indicates based on his inventory.

MR. JONES: Thank you.

THE COURT: Mr. Jones, do you want to stipulate ---

MR. JONES: That's fine. I can't argue with that. Thank you.

Q. You have seen the fence that has been constructed by Mr. Josey, haven't you?

A. Yes, I have.

Q. Tell me -- first of all, tell me what is the problem with his construction of that fence; what is the problem with it?

A. Well, it hasn't been approved. It states quite clearly on Page Twelve (12) of the Covenants that prior to any construction of any kind whatsoever within the neighborhood that you must apply to the ARB with a description of what you're going to do, the materials you are going to use and require written approval prior to initiating construction. So, my problem there is, they never asked to build a wooden fence. It's also, in its current condition, a blight to the neighborhood, if you will. It's lowering the property values of everybody else in there because it hasn't adhered to the initial desire of the

development which was to have an open area, resort-type feeling in the neighborhood.

Q. How many lots -- how many residential lots are in Lakewood Links Estates?

A. Currently, I believe two hundred and seventy-three (273) lots, and each lot is assessed dues every year. And with the exception of two, the Josey's and one other, paid this year which recognizes by implied consent that Lakewood Links Property Owners Association, Inc. and wherever the apostrophe goes are there to represent and care for the community, and they have been doing that by paying for all the upkeep and maintenance on the common areas; they have paid for the street lights, they have paid the light bill and they've paid for the insurance on the common area. And they are also -- part of the responsibility of that corporation is to enforce the Covenants which is what we are doing here today is attempting to enforce the Covenants.

MR. JONES: I have no further questions. Thank you.

THE COURT: Mr. McCabe, Cross-examination.

MR. McCABE: Thank you.

CROSS-EXAMINATION OF CHARLES CARR BY MR. McCABE:

Q. I think you testified that your big problem with the Josey's fence is that it hasn't been approved; is that correct?

A. That is correct.

Q. And do you believe that it is really bad when a homeowner fails to get permission before they start to build something?

A. It is in violation of the Covenants, yes.

Q. And it is an unforgivable violation, isn't it?

A. It is a direct violation of the Covenants, and if you do not adhere to the law, the law is the law.

Q. And if they asked you to approve it, would you approve it?

A. I don't know. They would have to ask. I'm not a part of the ARB any more. They would have to submit the form and then the ARB would take that under consideration; I'm sure of that.

Q. And if they submitted the form, would you respond in thirty (30) days?

A. Yes, we would.

Q. And if you don't respond in thirty (30) days, would you waive your right to assert the provisions of that?

A. That is what the Covenants state, yes.

MR. McCABE: Thank you.

THE COURT: Any Redirect?

MR. JONES: None, Your Honor.

THE COURT: Okay.

MR. JONES: Thank you so much for coming.

THE COURT: Sir, you may step down.

MR. McCABE: Can we take three minutes?

THE COURT: Yeah. Let's see. It is 11:28. I don't know about three; how about ten (10)?

MR. McCABE: Thank you.

(OFF THE RECORD FROM 11:28 A.M. UNTIL 11:45 A.M.).

THE COURT: Is everybody ready?

MR. JONES: Yes, sir.

THE COURT: Okay.

MR. McCABE: Judge, ---

THE COURT: Yes, sir.

MR. McCABE: I can't remember if I made Defendant's Exhibit Eight. May I move that into evidence if I did not do so.

THE COURT: We were talking about it before; we had a sticker. I think you did because it has got a sticker. Mr. Jones, have you had a chance to look at it?

MR. McCABE: It's Rory's house.

MR. JONES: I don't have any objection to it coming in.

THE COURT: Plaintiff's Eight.

(PHOTO MARKED AS DEFENDANT'S EXHIBIT NUMBER EIGHT)

MR. JONES: We would call Mr. Gary Jones to the stand, please.

THE COURT: Okay. If you would come around.

MR. JONES: You know, Judge, it's nice to have the stand. I've been practicing law from bars like that all these years. It's pretty nice.

THE COURT: An official podium.

MR. JONES: Yes.

THE COURT: Sir, do you swear or affirm that everything you tell me today will be the truth, the whole truth and nothing but the truth under penalty of perjury?

MR. GARY JONES: Yes, sir.

THE COURT: You are sworn.

(Gary Jones, having been duly sworn, testifies as follows):

EXAMINATION BY MR. RICHARD C. JONES:

Q. You are Gary Jones; right?

A. Yes, sir.

Q. And Gary, you are the Chairman of the Property Board at Lakewood Links Property Owners Association; right?
A. President.
Q. President. I'm sorry. And, Gary, you have been serving on that Board since when?
A. 2004 -- well, I've been on and off since 2005, but I'm been President since 2014.
Q. Okay. Have you served on the Architectural Review Board too?
A. Yes, sir.
Q. From Two Thousand -- well, actually, you moved onto the property in 1993, didn't you?
A. I bought the property in 1993; I moved -- I built a house in 2000.
Q. Okay. And when you built the house, did you submit that to the Architectural Review Board?
A. Yes, sir.
Q. And have you ever had any requests for fences that you have submitted to the Architectural Review Board?
A. Yes, sir. I've built a brick fence and a swimming pool.
Q. And did you follow the procedures?
A. I followed the procedures.

Q. The whole time you have been out there, Gary, have there -- has there an Architectural Review Board?
A. Yes, sir.
Q. And the whole time you have been out there, has it been required that you submit plans to the Architectural Review Board?
A. Yes, sir.
Q. Okay. And the Lakewood Links Property Owners Association is operated as a corporation and now is since that time?
A. Yes, sir.
Q. Yes?
A. Yes, sir.
Q. Okay. So, even before 2002 with this corporation, you still had the Architectural Review Board; correct?
A. Yes, sir.
Q. And you moved out there in '93, I think you said?
A. 2000.
Q. 2000. Okay. But you bought the property in '93?
A. Yes, sir.
Q. And your property is subject to the Restrictive Covenants which is part of what we are talking about today; correct?
A. Yes, sir.

Q. And I think we've covered that. All right.

THE COURT: It took you seven years to save up enough money to make those things happen?

MR. GARY JONES: Well, at the time, it took me that long for my wife to talk me into moving into a subdivision since I'd lived in the country.

THE COURT: Yes, sir.

Q. Gary, those Restrictive Covenants to which I refer is the governing document and has been the governing document for Lakewood Links Property Owners Association since you have been associated with it?

A. The Covenants of 1988.

Q. Okay. Now, Gary, this action is being brought as a result of -- if you want to look at the lawsuit here, you can, -- but it is being brought by the corporation; correct?

A. That's correct.

Q. And the corporation represents who?

A. The members of Lakewood Links Subdivision.

Q. Okay. And according to -- and I want to hand you, there is a white notebook in front of you -- I want you to look at that white notebook.

A. Okay.
Q. Do you have it there?
A. Yeah.
Q. Look at Page Thirty-eight (38). And I'm looking at Section One; do you see that?
A. Page Thirty-eight (38), Section One?
Q. Yes, sir.
A. Okay. Yes, sir.
Q. Okay. "Who may" -- and I want to read this and see if I'm reading this correctly. It says, "Who may" -- Section One, "Who may enforce generally in the event of a violation or breach of any of the affirmative obligations or restrictions contained in this Declaration by any property owner or any such property, the owner or any other property owners or any of them jointly or severally, shall have the right to concede in a law of equity to compel compliance to the terms here of and to prevent the violation of breach in any event." Correct?
A. That's correct.
Q. Okay. And in the form of the corporation, is that what you are doing?
A. Yes.
Q. Okay. On behalf of the owners, the jointly held

owners of the corporation?
A. That's correct.
Q. All right. Now, let me ask -- I'm still on Page Thirty-eight (38), and I see on Page Thirty-eight (38), it says "Enforcement by the Association," Section Two; do you see that?
A. Yes, sir.
Q. Okay. And it says, "Enforcement by the Association in addition to the foregoing, the Association shall have the right to proceed as law or an equity to compel compliance to the terms hereof or to prevent the violation of breach of an event." This action was brought pursuant to the 1988 Covenants; correct?
A. That's correct.
Q. Okay. And it's under the supervision of those Covenants that you're moving forward to enforce it; correct?
A. Yes, sir.
Q. This document you have in front of you?
A. Yes, sir.
Q. Okay. Now, let me read on. "The Association may engage a person or persons to respond to complaints received as the violations to the Covenants and shall inform the violator of such

complaint. If the violation is not expeditiously terminated, the owner or Association may engage legal counsel to bring an appropriate injunctive action including any appeal to enforce these Covenants." Do you see that?

A. Yes, sir.

Q. And that is exactly what we have done in this lawsuit; correct?

A. That's right.

Q. And that is to get injunctive relief to require Ms. Josey to move the fence; correct?

A. Correct.

Q. All right. "Violators shall be obligated to reimburse the Association in full for all its direct and indirect costs including but not limited to legal fees incurred by the Association in maintaining compliance." Is that correct?

A. That's correct.

Q. Okay. All right. Gary, I want to hand you an Affidavit -- I want to hand you an Affidavit of Attorney's Fees, and this Affidavit of Attorney's fees sets up what your fees, what is incurred -- fees and costs that have been incurred; is that correct?

A. Yes, sir.

Q. And that is what has been incurred through my

office for legal fees and costs; correct?
A. That's correct.
Q. Okay. And are you asking that the Court, pursuant to the Covenants, award attorney's fees and costs for the prosecution of this case?
A. I am.
MR. JONES: Your Honor, we would move that Affidavit into evidence as Plaintiff's Exhibit Number Thirty (30), I think.
THE COURT: Mr. McCabe?
MR. McCABE: No objection.
THE COURT: That will be Plaintiff's Thirty (30).
(AFFIDAVIT OF ATTORNEY'S FEES MARKED AS PLAINTIFF'S EXHIBIT NUMBER THIRTY (30)
MR. JONES: Thank you, Your Honor. Let me hand this up to the Court. Thank you.
Q. Gary, I want you to turn to the second page in that white notebook that I gave you -- now, it's not Page Two, just the second page; okay?
A. Okay.
Q. All right. And I'm reading from that; see if I'm reading correctly. It says, "These Covenants, the benefits of these Covenants confirm to the native burden of these Covenants" ---

A. Wait a minute.
Q. See on the second page. It starts, "Now therefore," at the top.
A. It starts with One?
Q. No, sir. It's the second page. That is confusing. It's the second page.
A. Yeah.
Q. And it starts, "Now, therefore."
A. Okay. I see it.
Q. And I'm starting about four lines down, five lines down, it says, "These Covenants." Do you see that?
A. Yes, sir.
Q. "These Covenants, the benefits of these Covenants and affirm to the negative burden of these Covenants shall touch and concern the run of the land herein referred to as property." Is that -- am I reading that correctly?
A. Yes, sir.
Q. Okay. And then I want you to turn to Page Thirty-six (36) of that same document you have in front of you; okay? Have you got it?
A. Yes, sir.
Q. I'm looking at the top of Page Thirty-six (36) in Section One; do you see that? Section One is the Covenants; do you see where I'm starting?

A. Yeah. On "Provisions"?
Q. Yeah. It says, "The Covenants and Restrictions of this Declaration shall run with them and bind the land and shall inure to the benefit and enforceable by the Association, the owner or the property owner, their respective legal representative, their heirs, successors and assigns." Correct?
A. That's correct.
Q. Is it your position that the Property Owners Association is a successor?
A. Yes, it is.
Q. All right. Let's go -- I'm going back to that page, the second page again that I read to you earlier.
A. Okay.
Q. And I'm beginning on the last beginning sentence. It says, "Any rights or easements reserved by the owners under these Covenants shall be reserved to the assigns and successors in the interest of the owner." Did I read that correctly?
A. Yes, you did.
Q. All right. Look at Page Three of those same Covenants. Okay. Actually, Page Three; it says, "Part One, Page Three." And it's Subparagraph (B). It says, "Association." Correct?

A. Correct.

MR. JONES: Your Honor, for the Court, I have already read this into evidence.

THE COURT: Okay.

MR. JONES: And so, I think the Court is familiar with this. And it's Part One, Section One, Subsection (B) on Page Three.

Q. And then turn to Page Five if you will. And it says, "M." Subparagraph M. Do you see Subparagraph M on Page ---

MR. McCABE: We'll concede that Exhibit One says all the things that he says if he would just like to refer to the portion in Direct.

MR. JONES: Okay. That will be great. Thank you for that. Subparagraph M, Judge, and it's on Page Five, and it's Articles One, Section One, Subparagraph M and also Subparagraph K under the terms of By-laws.

THE COURT: Yes, sir.

MR. JONES: Excuse me, please, Judge.

Q. Gary, I want to hand you Exhibit Number Seven; that is Defendant's Exhibit Number Seven. I want to ask you some questions about it. Take a look at it; okay?

A. Okay.
Q. Are you familiar with it?
A. Yes, sir.
Q. All right. Gary, let me ask you a little bit about it. Gary, explain those Minutes and the timing of them and how the Minutes process works for the corporation.
A. Our contracted secretary scribbles down the Minutes during the meeting and then before our next meeting, she has it all typed up and brings it back to the Board for the -- our Board of Directors to approve of the Minutes. This particular one, we had a meeting in June, and most of the time we do not have a meeting in July because so many people are on vacation and all that, and so, we go into August. And so, our July Minutes would have been presented to the Board of Directors in August. So, everything here is the Minutes from the July -- from the June meeting.
Q. Okay. And what was the date of that June meeting?
A. The June meeting was 6-13-2022.
Q. Okay. And the letter from Ms. Josey is dated 6-13-2022; is that correct?
A. Yes. 6-13-2022.
Q. Okay.
A. If it is all right to comment?

Q. Yes.
A. That was -- the reason we do that, that would be about like us asking Ms. Brown if she could have all of this typed up in about ten minutes before we adjourn; it couldn't happen. And so, that's why we wait until the following month; it gives her thirty (30) days to have it ready and bring back to us for approval of the Minutes.
Q. Okay. One of the questions, following that, one of the questions that I anticipate that you will be asked is, it says at the bottom of the page, it says -- bear with me a second and let me find it; okay -- at the bottom of the page, it says, "Regular LLPOA Board of Directors meeting was closed and the LLPOA meeting began with Chairman." Do you see that right there?
A. Yes.
Q. All right. Can you explain that to us?
A. Well, that's once the Board of Directors finished their meeting in June, then we turned it over to the ARB, anything they had to present for approval or anything in the June meeting.
Q. Okay. So, -- I'm sorry.
A. Go ahead.
Q. So Exhibit Number Seven, is that reflective -- what meeting is that reflective of; what was the date of

the meeting?

A. June, 2022.

Q. Okay. And I think you have already explained to the Judge why you have those Minutes with -- of August 15, but they are June of 2022?

A. I think I just did.

THE COURT: Mr. Jones must have missed it.

MR. JONES: I'm sorry, Judge.

THE COURT: Be prepared for his next question while you're making your answer here.

MR. JONES: Judge, I just wanted to clarify that. Your Honor, I have no further questions of this witness.

THE COURT: Okay. Mr. McCabe, Cross-exam.

MR. McCABE: Yes, sir. Judge, could I have just a minute?

THE COURT: Yes, sir.

(OFF THE RECORD)

MR. McCABE: Thank you, Judge.

CROSS-EXAMINATION OF MR. GARY JONES BY MR. McCABE:

Q. Do you have Defendant's Exhibit Number Seven in front of you?

MR. McCABE: May I approach? I'm sorry.

THE COURT: Yes, sir. I thought you

were asking me.

Q. I'm showing you what is marked as Defendant's Exhibit Seven. I want to make sure I understand your testimony. Is your testimony under oath that these Minutes were actually the Minutes from 6-13-22?

A. That's correct.

Q. And you are sure of that?

A. I am sure.

Q. And so, that would mean that on 6-13-22 that you met the day that the email was sent to Mr. Reddick and to the POA, the ARB, you met that day and voted that day and voted to approve to install the shop and the brick fence?

A. If it was on the second Monday of the month, it was. I don't have the dates in front of me.

Q. And so, this would have been on the second Monday of the month?

A. That's correct.

Q. And your testimony is that these are Minutes from the 6-13 meeting?

A. That's correct.

Q. Okay. But at the top, you do see that it says, "LLPOA Board of Directors meeting, 6:00 P.M., 8-15-2022"?

A. That's correct.

Q. Okay.
A. That's just -- that's when we met again.
Q. You met again?
A. Yes, sir.
Q. And right after you called the meeting to order, the first thing you did was approve what someone presented for approval and a Motion was made to accept and approve the Minutes from June 13, 2022; correct?
A. Presented for approval with everything on this sheet.
Q. And so, the whole purpose of the August 15, 2022 meeting was to just ratify and put in writing what you did at the meeting on June 13th; is that your testimony?
A. On the Minutes. I mean, we discussed other stuff, and then if you've got the September Minutes, you'll see what we discussed in August.
Q. Well, why don't you just put on these Minutes that these were the Minutes from 6-13-22 and they were adopted on 8-15-22?
A. It says right there, "Minutes of 6-13-22 Minutes presented for approval." How could she -- I mean, how could she type it up that fast at a meeting to approve it right there?
Q. And so, she typed it up, these -- these -- I just want to make sure I'm understanding you, are you saying

that this document, these are the Minutes from the 6-13-22 meeting?

A. That's correct.

Q. So, what did you do on August 15th, 2022?

A. Well, we had other discussions; I don't have the Minutes of August in front of me, but they have been presented for approval in the September meeting. We give her the thirty (30) days between our meetings to type this us and she brings it back to the next meeting and we approve it, and she shows us the budget and all this.

Q. And so, what she would have done in the 8-15-2022 meeting is present you the Minutes that she had typed up from June 13th, 2022; correct?

A. That's correct.

Q. And you would pass those around and say -- does anybody have any objections or changes or additions; correct?

A. That is correct; that is what we do.

Q. And then you say -- all -- is there a motion to pass -- to accept these Minutes; correct?

A. Correct.

Q. And then you put those in?

A. That's right.

Q. And that's what you did?

A. Yeah.
Q. And so, we are on the same page?
A. Right.
MR. JONES: Mr. McCabe, can I get my notebook now?
MR. McCABE: No.
MR. JONES: I cluttered your desk; I'm sorry.
MR. McCABE: I'm going to put in the Offer of Judgment, put that in; do you object?
MR. JONES: What now?
MR. McCABE: I should -- I'm going to give him notice that I would like to enter these, an Offer of Judgment.
MR. JONES: And my objection is, I believe that's filed in some file with the Court and needs to be put into evidence and it's certainly not something to be put into evidence at this time. It's negotiation on the record is what it is, and I'm going to object to that.
THE COURT: So, there was an Offer of Judgment filed. I mean, is it offered into evidence to, I guess, address a particular,

like, maybe the Attorney's Fees Affidavit? I mean, it's been filed in the case. I don't know that you have to, but I don't know that it's objectionable or not either. I guess it could be a Court's Exhibit but I do see in here that there were -- that there was at least one Offer of Judgment on January 10th, 2024, one filed December 22nd, 2023, and so, was that competing Offers of Judgment?

MR. JONES: Yes.

THE COURT: One -- I know I've read them, but I didn't memorize what's in here. So, Mr. McCabe, is this one that has already been -- is what you are offering either the January 10th, 2024 or the December 22nd, 2023?

MR. McCABE: Yes, and I don't have to admit it. I mean, I guess -- he might want to look at it; if he does, I'll hand it to him. I intend to ask him some questions, and so, as a courtesy, I was ready for that in case Mr. Jones wanted to object to that.

THE COURT: Okay. All right. So, you may proceed.

CROSS-EXAMINATION PF GARY JONES BY MR. McCABE CONTINUED:

Q. Do you recall receiving an Offer of Judgment; do you

know what an Offer of Judgment is?
A. A settlement.
Q. I guess you could say it that way. Do you remember an offer that said -- instead of spending money on a lawyer, we'll use that money to build a brick fence if you would give them one year to do it?
MR. JONES: Your Honor, please note my objection for the record.
THE COURT: Drums. I'm wide and loaded this time.
MR. JONES: It's 408 is the Code ---
THE COURT: So, what it says though and I would encourage you all to read the Rules repeatedly because I mean, it says, "Discretion of the Court," and so many times.
MR. JONES: It does.
THE COURT: And I think that's pretty much it. But, you know, it's not admissible to prove liability, but it is admissible for other purposes. And I'm not training anybody to try a case, and if it ever appears like I'm making the other side's argument, it's truly inferred or a need of expediency. And so, I'm going to allow it because I think,

again, there's no jury here. I'm not, you know, going to do -- well, here's where you were and here's where you were, and so, ha, ha, ha -- I'm going to decide this case from A to Z. But I am going to allow you to offer it for purposes other than establishing that, you know, it was some compromise and sets both a ceiling and a floor. So, I'll allow you to ask him; I imagine you're going to relate it to the fees and costs or ---

MR. McCABE: Fees and costs and the balancing the equities.

THE COURT: Okay.

MR. McCABE: I'm not offering it for the purposes of -- to demonstrate it.

THE COURT: Okay.

MR. McCABE: Just to use it ---

THE COURT: And, Mr. Jones, you're in the realm of having a small chance, percentage chance, that I'm wrong, you are protected on the record.

MR. JONES: Okay. And, Judge, consistent with that, I would ask -- I know that insofar as a Court record, but I would ask that the Court take judicial notice of the record our

Offer of Judgment and the dates thereof. I believe judicial notice is appropriate under these circumstances.

THE COURT: Okay. And as I said, it looks like one was 12-22 and one was 1-10, and as I recall, the Rule says "A party to accept in thirty (30) days" or it may carry on up to -- just ahead of the trial. Let me ask; did ya'll mediate this case? I assume you did not?

MR. JONES: We did not.

THE COURT: Okay. Fair enough. Proceed.

MR. McCABE: May I approach?

THE COURT: Yes, sir.

CROSS-EXAMINATION OF GARY JONES CONTINUED BY MR. McCABE:

Q. And at that point in time, no depositions had been taken, had they?

A. Not that I remember.

Q. The only deposition ---

A. Yeah, the only deposition was at your office?

Q. Was yours?

A. That's right.

Q. This summer?

A. Yes.

Q. Okay. Almost a year later -- well, eight -- seven,

eight months later; is that right?
A. Yes.
Q. And do you recall your response, the Association's response to that Offer of Judgment; do you recall doing -- submitting your own offer?
A. I don't remember exactly what we submitted.
MR. McCABE: May I approach, Judge?
THE COURT: Yes, sir.
MR. McCABE: I'm not marking these; I'm just giving him a copy of the Plaintiff's Offer of Judgment.
THE COURT: For my benefit, what I see in the record though is the same thing?
MR. McCABE: Yes, sir.
THE COURT: Okay.
Q. Do you recall the response -- and if you will allow me just to say on the record and you can correct me if I'm wrong -- but it was that the Association demanded that the fence be removed within forty-five (45) days and that they resubmit for approval for a brick fence and that they pay the Association's attorney's fees?
A. I do remember.
Q. It was a requirement to settle that they pay the attorney's fees?
A. Yes, sir.

Q. Has been all along?
A. All along.
Q. And at that point in time, is it fair to say, looking at this Affidavit of Attorney's fees, that you had incurred approximately seventy-two (72) hours of attorney's fees?
A. Yes.
Q. And you expected them to be paid before you would accept any type of offer of settlement?
A. I wouldn't say all of it; we would have probably considered a portion of it. But there was nothing offered -- anything about attorney's fees. And at first, they wanted a whole year to take it down. Well, that wasn't going to happen. And so, ---
Q. Now, do you recall that I took your deposition?
A. Oh, yes.
Q. Do you disagree with anything that you said in your deposition?
A. That was seven hours of talking, but I told the truth to the best of my knowledge.
Q. Well, it wasn't an exact seven, was it?
A. Well, not by much.
THE COURT: It probably felt like it.

A. Depends on whether you count riding time and waiting time.
Q. I mean, I will concede that it might have felt like you were in purgatory, but it's a hundred and fifteen (115) page transcript. It ended at 1:48. It started I think at 10:00; does that sound right?
A. Correct.
Q. When is the last time you reviewed this deposition transcript?
A. I briefly looked at it last night.
Q. And you recall that you testified that you didn't have any evidence that you -- excuse me -- do you recall testifying that you had no evidence that the Association approved the Josey's request for a fence?

MR. JONES: Your Honor, ---

THE COURT: Hang on just a second. Yes, sir.

MR. JONES: Your Honor, my objection is, if he's going to ask him questions on the transcript, he needs to present him a copy of the transcript and ask him questions from it. He has got to have access to it. We have to know the part from which he is reciting those questions because we have

a right to require that the balance of the transcript be read, not the whole transcript, but a full response needs to be in the record.

THE COURT: Okay. You know, the foundation has been laid that the witness recalls, you know, the deposition. I think you objected promptly before his answers, and so, you might say I know exactly what you're talking about. But, Mr. McCabe, of caution -- precaution, could you I guess give him a copy and make sure -- if you are intending to maybe impeach him on prior inconsistent statements?

MR. McCABE: Well, I haven't impeached him; I just asked him if he recalled testifying that way.

THE COURT: Okay.

MR. McCABE: You know, it's yes, no, I don't remember.

THE COURT: I thought you had something in your hand and, yes, if you're taking it from ---

MR. McCABE: The trial thing, I guess, yes.

THE COURT: If ---

MR. McCABE: I'm sorry.

THE COURT: If you're taking him through something in the deposition, I think Mr. Jones

is right; he gets to look at it. But, you know, I guess we haven't got there yet. So, I will note the objection. You can continue your questions, but obviously, you can't use something that he doesn't have a copy of and try to catch him on it or impeach him. So, if you will proceed.

MR. McCABE: Yes, sir. Thank you.

Q. Did you testify that you had no evidence that the Association has ever responded to the Josey's request to retroactively approve their wooden fence?

A. I did not remember, and from what I can remember that I said, as soon as I got back to my office, I would pull that folder. And that's exactly what I done and when I pulled it, not the response but the approval was in the Josey's file.

Q. And you recall that you were given a 30(B)(6) Notice and you were asked to prepare and be prepared to respond to the topics in that Deposition Notice; correct?

A. I done the best I could.

Q. All right. Did you understand that you were testifying on behalf of the Association as in a corporation?

A. Yes, sir, I did.
Q. Okay. And so, you said you went back after and you found something; what did you find?
A. All I done is I went back and looked in their folder, because we have a folder for every person who lives in the neighborhood, and I found ARB Requests.
Q. Which ARB Request?
A. The one for the garage.
Q. You mean for the outbuilding, the brick outbuilding; is that what you're referring to?
A. You talking about the Josey's?
Q. Yes.
A. "A two-car garage, a workshop, pool-house in back, bricked to match the house, vinyl to match the house, approximately thirty (30) by fifty-six (56), removal of trees from backyard, approximately six total."
Q. Do you mind if I look at that to see which one you're looking at?

MR. McCABE: May I approach, Judge?

THE COURT: Yes, sir.

Q. And did you bring some documents to the stand with you?
A. That's all I've got. That's all I done was pull that and scanned it the next morning and sent it to Mr. Jones.

Q. Did you meet with Mr. Hair after you left the deposition?
A. No, I did not. I did send him a text to ask him if he -- if he remembered anything about it. He said, "Well, if he did, it would be in the folder," and that's when I pulled the folder and there it was.
Q. Well, I -- you acknowledge that thousands of pages were produced before your deposition?
A. I guess.
Q. And this, you acknowledge that you did not produce this document until after your deposition?
A. I agree.
Q. Okay. And the document you have here is different; whose handwriting is that on the bottom right-hand corner right there?
A. This one or that?
Q. This one right here (counsel indicates).
A. I wrote that one this morning so I could tell Dickie whose signatures they were, because if you look at that, you can't. And I went to see where the ARB numbers were at; in fact, Alonso asked him was that his signature, and he said yes. And I know David Dotseth's signature. So, all I know is wrote down on there just to give that

information to Mr. Jones this morning.
Q. And so, are you referring to the document, Fourteen (14). And did you -- are you aware that this Plaintiff's Exhibit Fourteen (14) was conveyed with a letter from the Josey's?
A. I don't remember if it's in the Minutes. I tend to oversee the members of the Board of Directors, and then I turned it over to Rory Hair when we grouped, and I may have walked back to my office and I may come back but he handles that. And the only time he confers is it is a problem, a denial or something like that.
Q. Well, do you have access to the llpoasumter@gmail?
A. Yes, I do.
Q. You do?
A. I have the only key.
Q. Okay. And so, did you receive on June 13th, 2022 the email that Ms. Josey sent conveying this letter I'm showing you which is marked as Defendant's Exhibit Five and Defendant's Exhibit Number Four?
A. Let me tell you how this works. When I opened the mail box up, most of the stuff was in an envelope; I put a rubber-band around it and I take it to our contracted secretary. Any checks that's in there, she

records it as their dues paid. Any ARB approvals or anything like that, she holds on to them, and if it needs immediate attention, she contacts Rory Hair; if not, she lets us know at the following meeting what she has received.

Q. But you don't deny receiving the letter from Ms. Josey, do you?

A. I don't deny it, and I'm sure if we got it, it's in the Minutes.

Q. Well, you received the letter and those Architectural Requests at the same time, didn't you?

A. If they were in an envelope.

Q. Were they in an email?

A. Rory would have looked at that.

Q. Well, you also see that these were sent to Mr. Reddick at the same time they were sent to you; correct?

A. Yes, sir, that's correct.

Q. Now, don't tell me what you discussed with Mr. Reddick as far as advice he may have given you, but did you have a discussion about the letter that the Josey's sent on June 13th, 2022?

A. We had no more communication with Mr. Reddick after he sent that response and all.

Q. And was it because this was the first time he had

heard ya'll had given him the Conditions and Restrictions and hadn't told him that they weren't adopted?

A. I -- Mr. Reddick is pretty hard to find or get anything out of.

Q. But it is not Mr. Reddick's fault because, according to you, ya'll voted on this on the 13th anyway, didn't you?

A. Well, we voted to have it approved, what they requested.

Q. Okay. But you -- on either the 15th of August or the 15th of June, you noted on the part that was Fourteen (14), Exhibit Fourteen (14), you noted on that, but what about the other part in the letter? If you will look at the letter, Defendant's Exhibit Number Four, go to the second page, it reads, "In light of the above outlined concerns with the current LLPOA, we are asking the Association to retroactively approve our existing fence in good faith as the fencing is in compliance with the previous Conditions and Restrictions established in 1988." Correct?

A. Correct.

Q. Did you vote on that?

A. The ARB would have voted on it.

Q. Well, you were at that meeting; did they vote on it?
A. I don't know. Is it in the Minutes?
Q. No, sir, it's not.
A. Okay.
Q. When you went back and looked at that file, did you find the transmittal letter conveying Exhibit Fourteen (14)?
A. I didn't look any further except the ARB Request.
Q. Don't you find it suspicious that all of the communications and the approvals before were all branded by email but for some reason there's no transmittal or email associated with Exhibit Fourteen (14)?
A. Well, I can't answer for Rory, why he emailed it or why he sent it U.S. mail. He stays on the road a lot; I mean, to me, it would have been easier to email. I don't know what his thoughts were on that part.
Q. Well, you agree with me that the Association had an obligation to respond to her request to retroactively approve the fence, don't you?
A. Oh, yes.
Q. But you didn't do that, did you?
A. Well, that would be in the hands or Rory. I would not have wrote the letter or responded, and so, my name wouldn't have been on the ARB Form.

Q. Well, Rory says he sent Number Fourteen (14); he didn't say he responded to this request to retroactively approve the fence?
A. I don't know if he did or not.
Q. Did you have a discussion with anybody about the Josey's request to retroactively approve the fence?
A. I briefly remember it coming up, but it was a wood fence, and it was not going to be approved. We decided that in 2015 when our lawyer, Ken Young, the last thing he told us is to keep this thing going in good form like it is, and so, don't let one person have a fence and the next one not. So, that's when we decided it would be no more wooden fences.
Q. In 2015, there was a rule that you could not have wooden fences, period?
A. It wasn't exactly then. That goes all the way in back to 2005.
Q. Right.
A. And there's no documentation; I know that's where you're coming from.
Q. Right.
A. But we had a two-year President that got divorced; he just left. What his wife done with all the files from

that that we had previously voted on, who knows.

Q. But the only thing you recorded was in 2020 when you recorded the By-laws and the Conditions and Restrictions; right?

A. We started working on them when the Government Act come up, and we didn't know anything; we always went by the Covenants which are the C&R's in our thinking. And when the Governor's Act come up, then the vice-president, Mr. Charlie Carr, started working on that so that we could present it and have it recorded.

Q. But even if you had recorded it timely, you still have an obligation for Covenants and Restrictions, to have them voted on by the membership; you agree with that?

A. I agree with you, and we did.

Q. But you have to have three-fourths (3/4ths) of the members vote -- three-fourths (3/4ths) of those at the meeting was a quorum?

A. Not on the first meeting.

Q. Well, don't you need three-fourths (3/4ths) of Sixty Percent (60%) at the first meeting?

MR. JONES: Your Honor, ---

THE COURT: Yes, sir.

MR. JONES: I renew my objection, Your Honor, with the 1988 Covenants. That's what this case is about. I mean, to go into --

it's already gone further than it should have, and I think it is irrelevant and I ask you to renew my objection.

THE COURT: Okay. So, it's open Cross, but Mr. McCabe has covered his ground and he's asked and answered it on another witness. So, are we covering the same ground?

MR. McCABE: Well, Your Honor, I think the difference is this -- he's a current officer and he was actually involved in this and the demand letters from the Association and from the lawyer where he complied with the Conditions and Restrictions.

THE COURT: All right.

MR. McCABE: And that was the last question I had on that point.

THE COURT: So, I'm going to allow it and move on.

A. Repeat it? I forget things. Wait until you get my age and see how it works.

MR. McCABE: Do you remember what I asked him ---

COURT REPORTER: No, but I can go back

for you.

MR. McCABE: That's fine; that's fine.

THE COURT: I think you had just covered the vote on membership you believe and then Mr. Jones objected.

MR. McCABE: Yes, sir. Thank you.

THE COURT: Because you were going into the ---

MR. McCABE: Yes, sir.

Q. You agree that any amendment to the Covenants and Conditions require a vote of the membership; correct?

A. That is correct.

Q. Okay. Thank you. Did you have a meeting with Mr. Josey where you discussed this fence about a year after all this came up?

A. No.

Q. Did you meet with him and he asked you what was the problem with the fence; do you recall having that conversation?

A. He had asked me -- I believe both of them came up to me after the yearly Homeowners meeting and I had three or four people around, and he said a few things and I said, "I'll look into it," because when you get through with a meeting, you've got people steady coming you at with

questions and wanting to buy you a beverage or whatever. And so, I went back and after that meeting, I reviewed it over with Rory Hair and stuff, and he reissued of what was going on. What they do, when they go in violation and they send them a letter to have it removed and all that and they don't remove it, then that's when I issued the order to go ahead and hire a lawyer to have it removed. And that's what we do. We don't go door to door any more. Three or four years ago, we had people that were very rude and a couple of them really got threatened really bad, and so, we do not. We do everything by mail or email or a phone call; we do not go to somebody's house and say -- look, you're going to take that fence down because they could shoot you if they wanted to.

Q. Did you tell Mr. Josey that you didn't have a problem with his fence but you had to do something because of the Stanislawcyzk matter?

A. I don't recall that. But I remember, you know, telling him that it was not an approved fence and that if he was in violation of the Covenants, that it had to go.

MR. McCABE: The Court's indulgence,

please.

THE COURT: Yes, sir.

MR. McCABE: Thank you. I appreciate it.

THE COURT: Redirect?

REDIRECT EXAMINATION OF MR. GARY JONES BY MR. RICHARD C. JONES:

Q. Gary, if somebody wants to install a wooden privacy fence, what do they need to do to either get it approved or disapproved; what do they need to do?

A. They have to submit an ARB Form and where they're going to put it with some type of small guide frame. That's it.

Q. Is there any fence approved without first submitting it to the ARB Board?

A. No, sir.

MR. DICKIE JONES: I have no further questions of this witness.

THE COURT: Okay. Thank you. Mr. Jones, thank you for your testimony. You may step down.

MR. DICKIE JONES: You may step down.

THE COURT: Is that the Plaintiff's case?

MR. DICKIE JONES: That is the Plaintiff's case, Your Honor. And I want

to make sure I make the necessary Motions, and I understand the Court may deny those. And I would rather -- I don't need to argue those because I know we bargained for Summary Judgment. And so, I renew my Motion -- I make a Motion for a Directed verdict and I understand the other side has not had a chance to put their case up. But we put some evidence in in our case, and I'm saying that looking at the facts in the light most favorable to the Defense, they could not prevail.

THE COURT: All right.

MR. JONES: And so, I just renew my Motion and I recite everything I raised in my Summary Judgment Motions too.

THE COURT: All right. Mr. McCabe, the Plaintiff has rested and has made a Motion for directed verdict at the close of his case. I assume you made Motions for Non-Summary ---

MR. McCABE: For non-suit.

THE COURT: -- to protect the record

to this point?

MR. McCABE: Yes, sir.

THE COURT: Notwithstanding the Judge and the record yields only one conclusion, but I respectfully deny both because I believe it is -- you've got to look at it in the light most favorable to the non-moving party, and you haven't put up your case yet. So, I'm going to deny Mr. Jones' Motion; I'm going to deny your Motion for non-suit. You are both protected on the record as to its sufficiency or insufficiency to this point in the trial. All right. So, you ---

MR. McCABE: Will you consider that?

THE COURT: Yes, sir. Go ahead.

MR. McCABE: I certainly don't mean to offend but under Rule 41, when you deny -- are you denying on a thirty (30) day approval requirement?

THE COURT; On 41 non-suit, I've got to review it in the light favorable to the non-moving party. Correct. So, that would be Mr. Jones. So, are you asking

me specifically am I denying non-suit and the waiver on it, the thirty (30) day waiver on it?

MR. McCABE: Yes, sir, because my testimony wasn't made acknowledging they responded within thirty (30) days.

THE COURT: Okay.

MR. McCABE: And again, I'm not trying to nitpick; I'm just making sure that you were including that and considered that; that's all.

THE COURT: Okay. I have. And you're protected on the record. And so, the Plaintiff has moved for a directed verdict at the close of the Plaintiff's case. I understand the Defendant hasn't presented its case. That Motion is denied. The Defendant has moved for a Non-suit. Both parties have done so properly without offense to the Court to make sure that the record is protected, and both Motions are denied. So, what do you want to do on scheduling; do you want to take our lunch break now? It's 12:37. I want to give Mr. McCabe opportunity to meet with

his witnesses because of the cruise, because we have been going at it steady, and so, I will allow him to come back in one hour and crank back right up, we can; if you need extra time, certainly, to prepare with your clients, we will do how ever you want to do it. I assume you don't want to wait until tomorrow to start, but, you know, I want to give you every opportunity to be fresh and present your case how ever you see -- and, of course, unless I'm wrong, you got to try a good portion of your case inside the Plaintiff's case because of their strategic decisions but you can call your witness in their case.

MR. McCABE: Would you be okay if we took a ten (10) minute recess before we break so I can talk to my clients about the remainder of the case?

THE COURT: Yeah, sure. Sure.

MR. McCABE: And then ---

THE COURT: So, before lunch, take ten (10) minutes and come back?

MR. McCABE: So we can plan, right?

THE COURT: Yeah.

MR. McCABE: Thank you.

THE COURT: But my intent is that after that is to break at least fifty (50) minutes for lunch.

MR. McCABE: Fine.

THE COURT: I guess I have a low and then high blood sugar; I have to at least eat crackers in here. Or ya'll would be getting all kind of ruling.

MR. McCABE: That's okay.

THE COURT: So, yeah, let's take ---

MR. McCABE: I just want to talk to them for a minute before we plan a schedule.

THE COURT: Yeah. So, it's 12:40. Let's take ten (10) minutes; we will come back at ten till one and make a decision there on lunch and going forward. All right.

(OFF THE RECORD FROM 12:41 P.M. UNTIL 12:50 P.M.).

THE COURT: All right. We took a short break, the Plaintiff has rested, and we will break for lunch and it is the Defendant's time to start his case in chief. So, Mr. McCabe.

MR. McCABE: The Defendants are going

to rest their case. They believe they already have all the evidence needed to prove the allegations that have been made in all of their Pleadings during the Plaintiff's case. And so, for that reason, we do not intend to call any additional witnesses or any witnesses.

THE COURT: All right. And so, the Defendant does not intend -- does not intend to call and has rested. And so, as I understand the Rules, that means I think the Plaintiff can put up a reply or rebuttal if there is no defense case presented. Do you disagree with that, Mr. Jones?

MR. JONES: Your Honor, I am aware of that. No reply or rebuttal.

THE COURT: All right.

MR. JONES: I -- to be sure, again, I want to renew my Motions, my Motions for a Directed verdict.

THE COURT: Okay.

MR. JONES: Particularly in light of the fact that they did not put in any additional evidence.

THE COURT: Okay.

MR. JONES: And so, I renew my Motion and I can go into details if the Court would like, although I'm quite aware that this is a Court without a jury and the Court is familiar with that type of case.

THE COURT: Okay. And so, if the Defendant has rested, the Plaintiff does -- is now entitled to put up reply rebuttal; do ya'll want to go to lunch, do you want to make closing arguments, do you want to do it in writing; is everybody just tired at this point? Is anybody just geared up freshly ready to go and others, you know, I imagine -- I will certainly let you make closing arguments. But you made Summary Judgment, you know, Motion arguments and defenses. So, what -- what do you want to do about closing? And I imagine what one does impacts what the other does.

MR. JONES: I would like to make a closing argument after lunch.

THE COURT: Okay.

MR. JONES: I mean, I could do it right now if I needed to.

THE COURT: Mr. McCabe, how are you

on schedule? What is your ---

MR. McCABE: We're fine with making closing arguments after lunch.

THE COURT: Okay. So, let's talk about limits. The Rules of Civil Procedure say two hours. Surely, ya'll are not going to do a two hour argument each. What do you think? So, we've got -- you know, to sum up it looks like the last Plaintiff's document was Twenty-nine (29) before ya'll started moving ---

MS. BURRESS: Thirty (30).

THE COURT: So, there's Thirty (30); Thirty (30). The blue documents, I think ended at Eight or Nine. So, is thirty (30) minutes each be more than adequate, not nearly enough; what do you think?

MR. JONES: I think thirty (30) minutes is good for me.

THE COURT: Okay. Mr. McCabe?

MR. McCABE: Yes, sir.

THE COURT: And so, we will proceed; it is 12:58. We will be back at 2:00 and we will hear closing arguments. Thank you.

(OFF THE RECORD FOR LUNCH AT 12:58

P.M. UNTIL 2:01 P.M.).

THE COURT: All right. My notes reflect ten (10) witnesses, total, and thirty-eight (38) exhibits, thirty (30) Plaintiff and eight Defense. And also, a Court's exhibit. Am I missing anything? And all those, ya'll notice, they're all here; I'm the official keeper. I thought somebody would pop up and say -- oh, there was one more. Does that sound right to ya'll?

MR. JONES: Yes, sir.

MR. McCABE: Yes, sir.

THE COURT: And I've got forty (40) pages of notes. So, this is closing statements, you know. Go ahead.

MR. McCABE: Judge, we've requested the the Court drive by the property before rendering a decision.

THE COURT: Okay. Any response to that or objection to that, Mr. Jones?

MR. JONES: Your Honor, the case is here before the Court, and we have gone to great lengths as you can see to make sure it is tried in this courtroom.

THE COURT: Okay.

MR. JONES: We have afforded the Court full and complete disclosure and Discovery, and so, that's what we think the Court needs to review.

THE COURT: Okay. So, I guess in reviewing it, it comes down to what -- is there adequate pictures and evidence in the record so that that's unnecessary. Let me -- Mr. McCabe, what is your position on -- you know, obviously, I haven't looked at all the Exhibits yet. I couldn't contemporaneously keep notes, keep track of vigorous objections and read every document.

MR. McCABE: Understand.

MR. JONES: Yes, sir.

THE COURT: So, what do you think about in here -- I know there's this picture, then A through F; I think there's probably six to eight pictures in the record?

MR. McCABE: Yes, sir. I think that it would be -- that some of the issues at play are how the property looks and also the scheme of development for the community, and I think it would assist the finder of the fact to view the neighborhood and to view all these exhibits,

particularly the photos and the plats in real context. The photos that were entered happened to be taken on a day that the Josey's were unloading and had unloaded a trailer and were working on a trailer. So, that's not the normal condition of the fence, and so, we think it would be helpful to view the property and to scan the neighborhood, to drive through. There have been issues raised about the difference between Lakewood Estates and Lakewood Links and whether there's a scheme of development that is continuous and whether that scheme is homogenous between the two communities, and as to what types of fences. And I know you gave me a choice. If the Judge just drove through the neighborhood and made its own determination about whether there was a scheme of development as it pertained to the fence and whether that enforcement had been waived, that sort of thing. And so, we would just add -- we think it would be helpful to the fact-finder to drive through the community.

THE COURT: Mr. Jones, do you want to respond?

MR. JONES: I do, indeed, Your Honor. First of all, it was arguing facts not in evidence. What we have done, we have come forward and we have presented our case with photographs, and it is incumbent upon the defense to present in Discovery the type of documents that we would be seeing, and perhaps what has happened is, we have gone to the trouble of having an expert come in and we have gone to the trouble of taking photographs and brought those in. So, what happens is, the Defense is afforded an advantage that we do not enjoy because what has happened is, they are asking the Court to do a viewing, but that evidence could have been presented. They have not presented any evidence of pictures or pieces of property that are in violation. They allege that the violation of property with a camper was -- has been disputed in our opinion, but beyond that, they don't -- they have not come forward with the evidence and for them to seek now to do that, we would ask that the Court deny that; I don't think it is fair.

THE COURT: Okay. From a perspective

of burdens for the fact-finder, does everybody agree now -- I can't substitute my judgment and, you know, we've heard some testimony about appearance aesthetics and, of course, the law doesn't allow me to have an opinion as to the aesthetics. But just being thorough and complete, you know, should the Court do that to actually physically see the -- you know, what is at issue. You know, I can't remember the last time I've been in Lakewood, probably many, many months ago, Upper Pond, Lower Pond, and it's quite extensive, quite an extensive neighborhood. So, while ya'll are arguing, I'll hold that in abeyance. I mean, my inclination is -- well, we didn't finish early and I've got opinions, but my inclination is to be thorough though, and, maybe that is something -- and, of course, I don't know what inferences I would draw from that. The cases that I've seen in that and, again, there's a different fact-finder here; I think in jury trials, often-times, the Court grants that, you know, unless there is a multitude of pictures. And so, we do have pictures, but I'm going to take that under advisement while ya'll

are arguing. Possibly, your arguments might convince me one way or the other. I'm not going to deny it at this point, but it obviously wouldn't be, if we did do it, nobody would know. It wouldn't be, you know, recorded; I probably wouldn't even take the court reporter. So, it would probably just be a drive-through. You know, I might get told, promptly told, to get out of there. I mean, it's Lakewood. So, I will take that under advisement. Anything else before we launch into closing arguments? So, again, ten (10) witnesses, thirty-eight (38) exhibits plus the Court's exhibit. So, summation, and I think we agreed early on about thirty (30) minutes apiece. So, if there is nothing else to do in advance, Mr. Jones, the floor is yours.

MR. JONES: All right. Thank you so much, Your Honor.

THE COURT: Yes, sir.

MR. JONES: Your Honor, first, first and foremost, we need to establish that we are moving to enforce a 1988 Covenant; there is no question about that. That's what our

Pleadings are about. In the course of testimony, the testimony was that we are not enforcing these Covenants -- I mean, the Covenants -- the 2019 attempt, we are not enforcing that. In addition to that, Defendant's Exhibit Number Four, which is the letter from Mrs. Josey, she acknowledges that the 2019 attempt are not important. So, we're not enforcing that, and that needs to be clear, and for the record, for that reason, we argue that it is irrelevant. The second thing is, the South Carolina Statutory law, 33-31-144, provides that By-laws to wherever -- whatever manages, what -- are the things that they manage and they control the corporation by. Incidentally, I'm looking at my -- I have my Memorandum of Law which I submitted to the Court, on Page Seven which deals with that Statute. The idea is, there are By-laws; number one, they are By-laws because that's what they operate under, and across the board, that's what the testimony was, and even Mrs. Josey identified those in Defendant's Exhibit Number Four, that these were the By-laws and she called them By-laws, the original By-laws,

and so, everybody in the courtroom has said that these are the controlling documents. So there are By-laws in the business. And the reason I go into that is because the corporation, a nonprofit corporation, has By-laws, and our position is that we did. The second thing is actual notice. Judge, when I looked through the documents in this case, I come up -- I start with Plaintiff's Exhibit Number Ten (10), and in that Plaintiff's Exhibit Number Ten (10), Ms. Josey, by her own admission, she signed acknowledging that there were Restrictive Covenants. The case law in South Carolina says that she is required to make inquiry. So, it is not just an instructive notice; she's got more than constructive notice. She has got actual expressed notice, and that's set forth in here. In fact, the book and page of Plaintiff's Exhibit Number One, which are the Covenants, those -- that is set out in bold letters. So, she's on actual notice. That is Plaintiff's Exhibit Number Ten (10). Judge, one thing is that important is that the Court look at the photographs. This is what is before the Court; that is Plaintiff's

Exhibit Number 6-A through F. That's what the property looked like and, before your eyes, you can see the deterioration of this fence which speaks to the wisdom of the Policy and the Guidelines, and they call them Policy and Guidelines and are considered on a case by case basis. What happened is this Court can see before its eyes the deterioration of this fence and what it looks like. If only for aesthetic reasons, and though it is an eight foot fence and though it cuts through the view that is offended from different directions, and you know, it's on a cul-de-sac, a special lot, these lots taken into consideration, if they had applied -- if they had applied, and our position is, they didn't, it would not have been approved because looking at this, Judge, looking at this, it's offensive to aesthetic values to dominate in the neighborhood; all of these are criteria or guidelines that are used. It's important, Your Honor, that these Guidelines are seen at best. Our witnesses have testified. Gene Ducom said quite well that it's a case by case

basis he said that they have to apply. There's been some argument that there is no prohibition against fences. I have read into evidence where the rule said, "No fence, no pool." By these Restrictions, "No fence and no pool shall be constructed unless, first, submitting to the Architectural Review and then approved by the Architectural Review Board." After that, it's possible it can be done on a case by case basis. And Judge, as far as the overall plan, when you look at the job of the Architectural Review Board and a job which they have done quite well over now thirty-five (35) years, when you look at it, what happened is, they have a need to look at the lot because there's no objective standards, and they look at each individual lot on a case by case basis to determine whether or not the request is appropriate. But then, they also have to look at it in the light of two hundred and seventy-three (273) lots. So, the overall plan of the development -- they have that responsibility

to do that. Judge, I want to talk about Guidelines a little bit; there's a difference between Guidelines and Policies or a difference between Policies and Guidelines and Rules. A determined effort was made by the defense to characterize these as Rules. These are at best Policies, and Policies and Guidelines are a starting point by way of attracting restrictions. If someone says -- is this a duck, you say -- does it quack like a duck, does it look like a duck, does it walk like a duck, and through that deliberate process, one comes to the conclusion it is a duck or it is not a duck. Well, what happens when you have Guidelines, it's a starting point, and all of our witnesses have testified to that. They have not put any evidence in to say that it's anything but Guidelines. They've tried to say it's Rules, but all of the witnesses have not confirmed that. What happens is, they're following the Guidelines, following the Covenants that say -- look at each individual lot, but then they're also

saying -- look at how it fits into two hundred and seventy-three (273) lots, and they have walked a good line in that regard too. And when you look at balancing the equity, when you consider if -- if the Josey's had submitted this fence, what -- would they have had an opportunity to make a ruling on it. So, what happened is, the Josey's didn't even ask, and then they submitted these two forms, and I submit to the Court that I am looking at Plaintiff's Exhibit Number Eleven (11), and that is the 7-2-21 approval of the in-ground pool, they knew what the procedures were. The appellants are very clear on that. The Architectural Review Board has an opportunity to set the procedure. As early as 2014, as evidenced in Mr. Glenn Cockerill's, newsletter, they had set out and given notice that this is the form that we use, and that form was used, and also, what happened to Mrs. Josey, she ratified the process and she kept objections estopped to deny the process, and she's used it now -- she used it to get the in-ground

pool and then, if that's not enough, she submitted -- she submitted on July 21, 2022 -- this was after June 13 of '22 when she sent the letter to the Architectural Review Board, she followed the procedures on the dormer after that. And so, before and after the June 13, 2022 letter, she followed the procedure of the Association. Now, Judge, I am looking at Exhibit Number Fourteen (14). Exhibit Number Fourteen (14), what she does is, she sets out a whole list of things that she wants to do, and our position is that what she was doing was she negotiating. But what happens is, she knows how to follow forms; she is estopped to deny that this is how to do it. She has ratified this process not once but twice. So, she knows that this is how to do it. She is estopped to deny that this is what the formal request looks like. And so, she followed the rules on that when she attached it to the letter. But what's interesting, Judge, is, on the back page, she signed -- she puts on here, let's see, Judge, if I have got it -- "Fence alteration," and on -- in

her testimony, if the Judge will recall, in her testimony, she said -- yes, we were going to have to change the fence in an effort to do this. And so, what happens is, the Board, the Architectural Review Board, signed off on it and sends it back. Now, I understand that their position is that it was not sent back. Well, what happened is, Rory Hair said that that's my signature and I signed it, and then he said, "I sent it and was within a week," is what he said. Now, when counsel was asking questions about what he presented what is Defendant's Exhibit Number Seven, he shows Defendant's Exhibit Number Seven, which is the Minutes. When he presents those Minutes, then what happens -- clearly, what happens is Mr. Rory Hair gets confused. But then on the heels of that, Gary Jones comes in and explains clearly what the procedure was, and the Court's measurement of the demeanor of the witnesses in this case, Mr. Rory Hair was very clear and unmoving on that point. And what you see here is

actually what was the June 13 Minutes, and he had a clear explanation of why it was that way. And practically speaking, it makes a lot of sense that they give until the next meeting for them to sign off or for them to present these Minutes. He had a clear explanation there; couple that with the fact that Mr. Rory Hair said that he signed this on the 15th and he sent it to them -- after he signed it, he sent it within the week. The evidence, looking at the whole, shows that what happened is, she sent the request, she followed the rules, and then he answered it and sent it back to her. But there's another thing I want you to consider. Let's say arguendo, that he didn't sign it or that he didn't sign it and send it back in time, they've got six months to do the construction, six months to do the deal. And so, what happens is, let's say, arguendo, that they didn't respond in thirty (30) days; they've got six months to respond,

and what happened is, they didn't respond in six months. What I mean is, in six months, they didn't do the construction, and so, the deal was off. And so, even if you consider what she buried in the letter as a part of the offer, that done, she's estopped to bring it up and by force of the agreement, even if it wasn't signed, and we contend it was and we've got compelling evidence it was. But even if it wasn't signed, if she didn't build within six months, the deal was off, and our lawsuit followed. So, our lawsuit was filed on December 29. And so, what happened is, she didn't build it and so the deal is off, we said -- okay, move it. And the Court -- we would ask the Court to consider this; if you read the response of the Architectural Review Board, the Architectural Review Board, as we contend, signed and sent it back, they sent it back, they accepted the ARB forms, which was the procedure she had authenticated, and they sent it back to her. And so, they did what

they were supposed to do; they answered her letter and gave the answers to the Architectural Review Board, the requests. Judge, the next thing is, Ms. Josey testified that they paid dues until last year. She ratified every time she did that they -- that the Property Owners Association was validly in control and was the person to whom she should pay and have authority over -- over the Association, the Property Owners Association. And so, she validated that, ratified that by her actions when she paid that. As far as to the successor, Judge, we've got thirty-five (35) years of consistent enforcement. You think about this, first of all, we put the Chain of Title in, and so, we've got the notice throughout the chain of title to the Josey's in addition to the express notice they signed, the actual notice. So, then what happens is, we showed through Mack Kolb that they were enforcing these from the very beginning which began in 1988; we actually put into evidence

some of the discretionary -- the discretion that was used to come up with rulings, and he said of them were turned down and some were approved. And I don't want to make this a footnote, but it seems there was an effort to vilify Mr. Rory Hair because he got a fence. Well, that fence was approved in 1980. And if and when the Court decides to look around the neighborhood, when you look at a fence, you're not going to know whether that fence was approved or not. If that fence went through the discretionary process, the balancing that has been called for in the Covenants, the balancing of the overall two hundred and seventy-three (273) lots, if it went through that and they came up with it to give Mr. Rory Hair's lot in 1980 -- excuse me, 2000, before he moved on it in 2016, then you're not going to know whether or not the discretionary call that was made was -- you can't go behind it because you don't know that. What we have presented to you, and you remember Mr. Charlie Carr testified and we gave you a sheet of -- we went through all

of the fences in the whole place, and we did that so you wouldn't have to go out there and we told you that there were eight of them we couldn't find records on. Now, we're not pleased that there are eight of them, but one thing that we will say is, if you have got two hundred and seventy-three (273) lots out there, what is that -- two and a half percent (2 1/2%) -- I'm not saying we would like to be zero tolerant, but you've got thirty-five (35) years of volunteering Boards, a change of volunteer Boards, to think that you could have a hundred percent record keeping, if nothing else, is really unreasonable too. They have done and continue to do the best they can exercising jurisdiction. As far as the successor, Judge, I think the Covenants are clear on that and what a successor is; I have argued that in my documents, which is Page Eight of my Brief, "A successor is a term of art and you may need to succeed to a place or right or an interest of power, official or otherwise. The

word 'successor' has a twofold meaning that may be used in the sense of one entitled to succeed as well as the sense of one in fact succeeded." That is in Tinsley Bailey Homeowners Association verus Lincoln Financial and the core of the people -- Federal Trade, and I have that, Judge, in my -- in Page Eight of my Motion. Judge, these Covenants run with the land, and that's stated in the Covenants themselves, and the case law on that is clear, the Covenants as well as the land and I cite that right there on Page Nine. As far as the actual notice that I've mentioned, I say -- I show -- I have on Page Ten (10) and on Page Eleven (11) the case law and arguments about the duties, they have to follow through with it. And so, what happens is, Ms. Josey said -- well, I didn't know what was written although the evidence was written to the contrary, but she said, "I didn't know what was written," she knew on May 21, 2021, she

knew to inquire of the neighborhood, and when she did, Rory Hair not only responded promptly, but he sent her a copy of the ARB Request Form. And so, she knew to ask for it, he sent it to her, and she followed it as of June 2. Judge, the dormer request I have already mentioned. Rule 408, I don't want to -- by not mentioning that, I don't want the Court to think that I'm abandoning it. This lady responded when she got this letter from Mr. Reddick; she responded first saying -- hey, you can't enforce the May 9th -- the 2019 Covenants or the By-laws, you can't enforce them. And so, we understand that's what she said, and so, she knew full well but she went further than that and she put in the body of her letter the 1988 document, which is the Covenants. So, she knew what she -- what she was under and what was to be controlling, and she followed the rules. And what we're saying, Judge, is that whatever else she had in that letter, just negotiations, and when she --

when those documents, the ARB Forms, her offer was merged into those ARB Forms. So, to say that I do ARB Forms on this one but not on that, that's a slide of the hand; it's a shell game. Actually, what the deal is, you know to use ARB and you used those, and then you buried in there what you now say is a request. It's our position that it doesn't rise to the level of a request but at best, it's negotiations and should not be considered by the Court. Judge, the -- on a case by case basis, that's what we've talked about; that's what they do and should do, and they have done that and the evidence is all to that effect. Judge, we have also attorney's fees and costs involved in this case. It is quite important, indeed, Judge, actually, it is beyond the dollars and cents of the attorney's fees that that's important, because what happens is, unless the person is required to pay for their -- and we say unclean hands, which they have; we've argued that. Unless they are required to pay the costs of the trouble they have caused, then they get away with

impunity, and what is to keep the next person from doing the same thing and get away with impunity. We talked about balancing the equity, Judge. I am looking -- I am looking at about Page Twelve (12) of my notes, and I'm reading from case law. "Generally, the balancing of the equities in determining whether the issue of injunction favors enforcement of restrictions under which property owners are free to question himself or herself because of -- because the other owners of the restrictive areas rely on restrictions in purchasing their property." So, you have the Homeowners Association, those other two hundred and seventy-two (272) people are also in the courtroom today, and they are in the courtroom today in the form of a Homeowners Association, a Property Owners Association. And so, what the Court says, if the Court says that the restrictions, they should be enforced because the other owners in the restrictive area have relied on restrictions in purchasing their property. If that fence is allowed to stay up, the property value -- and we have had testimony

to that effect -- the property values of the other homeowners will go down. Judge, next is, even if the Josey's saw a hardship and I'm quoting -- by the way, that case is Millwood Properties versus Fenton, the next -- even if the Josey's suffer hardship in the removal of the fence, the equities do not require that they be allowed to leave the fence in place because the hardship's cause is their own actions and knowingly failing to comply with the restrictions or to receive proper names of the members. There is a case that was argued by opposing counsel, and that case dealt with moving a garage. When we talk about the equities in this case, in that case, it was talking about moving a garage, and that case was distinguishable on other grounds too. First of all, whether or not there was actual notice. There were a number of grounds for that. But what happened in that case is the Court said they built a garage, and I gather this was a mother-in-law wing or something. But my point is, to move a garage as a result

of that is an onerous thing. But what we are saying is we are asking them to move that fence; that fence -- to move that fence would be a favor to everybody in the neighborhood. Moving that fence, that could be done with a backhoe in the space of two hours and improve the whole place. Judge, I will defer to the Bonfonte case to which counsel for the defense has argued. I -- they, the Bonfonte's did submit plans and specifications before they did the construction; they did submit those. They did nothing here; they did nothing, and they did that. When they came in and wanted to do an addition, there was some question about the exchange that happened after that, and the Court found for the Bonfonte's in that case. But it is a distinguishable case. In fact, I hand up to the Court a copy of my Memorandum of Law. Your Honor, I thank you for listening to me. Thank you so much.

THE COURT: Thank you. Right on time.

MR. JONES: Judge, I want to put these documents back in place because you keep

them.

THE COURT: Yes, sir.

MR. JONES: And so, Mr. McCabe can find them.

THE COURT: Mr. McCabe, you are in the bull-pen at this point.

MR. JONES: On deck we would say in the baseball leagues.

MR. McCABE: May it please the Court?

THE COURT: Yes, sir.

MR. McCABE: Thank you. First of all, let me thank you for your patience this week. I know it's been a long week and you may have had desires to do other things than listen to a fence case this week, but I do appreciate the Court's demeanor. I appreciate Mr. Jones here; I appreciate you being kind and very understanding during the arguments and not losing patience and being very gracious with the lawyers and the witnesses and everyone involved, and I want to extend a sincere thank you for that. You know, I think this case really is about this; the HOA wants to teach the Josey's a lesson because they built this fence without asking for

permission. That is a big part of this. The second part of this is that they're really trying to enforce a rule that was never recorded. Those are the two driving things, and you can -- we can go through all the witnesses' testimony, but I'm not going to do that but I think that's what driving this case. Now, the Plaintiffs have a few problems, real problems, with this, and I just want to touch on those. I don't want to beat these things to death, Judge. But first of all, they're trying to -- they've got a serious problem with these Covenants, and it could have been fixed. This is no criticism of the Board; this is no criticism of Mr. Dickie Jones either. I'm saying Mr. Dickie Jones because there's a Mr. Gary Jones here too, but he was handed the case that was given to him. But these Covenants, as you know, in South Carolina, the law is Restrictive Covenants, restrictive in -- and when they are ambiguous, they have to be interpreted and

construed into a manner that provides for the freest use of the properties. And one thing that was very clear in these documents is that under Article -- under Part Two, Article One, Two-C(1), it creates this Architectural Review Board or what the law refers to as an Architectural Review Authority that is created under this document, and it's not just -- it wasn't something that belonged to the HOA, whichever HOA that may be. It was something that was reserved to develop and the developer reserved the right under -- under -- under another section about the right to transfer it at some point, and that is under Article -- under Part Two, Article Line Two, Sub(B). And what it can be read -- I have read it several different times; I have my own belief about what it means, but I believe this section is ambiguous. But again, I believe this could be fixed; it doesn't have anything to do with the current Board, it has nothing to do with Mr.

Jones, but it does at least require at a minimum some vote of membership to resolve this issue. And the testimony is clear that the only Covenants are the original ones that were filed in 1988; they acknowledge that the By-laws were not properly recorded in accordance with the Act. They acknowledge that the document entitled Conditions and Restrictions that were recorded violated the Act, and the Act was very clear; if it's not recorded, then it can't be -- then it cannot be important. In addition, the disadvantage to the Restrictive Covenants, the original Covenants, were very clear that there is an amended procedure that has to be followed. The Board may not unilaterally amend the Restrictions. But this section on Trans -- this Architectural Review Authority was completely separate from the Association. Now, it did make provision for the developer giving his control to the Association at some point, but -- so, I'll just give you the two ways I read it. And again, we are talking about Part Two, Article One,

Section Two-B. One reading is that the Declarant, the original developer, the Declarant, could have assigned the Architectural Control Authority by a written instrument, and it specifically requires a written instrument but had to do so before December 31, 1993. So, he could have done it, the developer could have done it, but it had to be by written instrument and had to do it by December 31, 1999. The other reason -- reading of this is that the developer could have done it but he had to do it by December 31, 1993 or it was done automatically. But it still required -- it's not unclear that it had to be done by a written instrument, and I think the term it uses is a Supplemental Declaration. And so, the frequent use of the property would be that it didn't transfer; that is separate and apart from the -- now, that doesn't mean you can't enforce restrictions; it just means that the Association doesn't have architectural control authority. They can still enforce all of the restrictions; they can still

enforce and say -- you can't do all the -- you can't have, you know, prohibitive structures. You can't have -- you can't park a mobile home, you can't subdivide. They can still enforce all of those. Enforcing a restriction is completely different from enforcing an Architectural Review Authority, and it was clearly separated in these documents and the developer reserved that to himself and I know that you just saw the documents, they don't want a runaway Board controlling; if they set the Association up, they want to conserve and preserve their right to control selling it to the owners or developers or homeowners so the HOA doesn't get in the way. But in this case, the Architectural Review Authority was separate, and again, this is a set of Restrictive Covenants; it has to be recorded. It has to be a part of the public record. There are no implied Amendments to Restrictive Covenants. That's just lack of better law in this state. Now, there may be an implied

negative reciprocal reason or if a property or a phase gets left out, but that's not the same as an implied -- there are no implied restrictions. You can't amend implicitly, at least in my understanding of the law. But again, this provision could be read two ways, and we have to read it in the most restrictive related to us for the freest use of property which is, the Board doesn't have Architectural Control Authority even if they are the valid successor. And we dispute that point. But, you know, but this transfer of Architectural Review Authority, I don't believe they have Architectural Review Authority. They haven't demonstrated that; they haven't proved that. There's no document assigning it to them; that had to be done, and it didn't happen. Now, again, I'm not saying that the Association, the proper Association, doesn't have the right to enforce Covenants; I'm just talking about Architectural control. If somebody

wants to subdivide a lot and put a mobile home on it, they still have the right to enforce all of those restrictions. I don't see that, and I'm just talking about the Architectural Review Board. You know, they're seeking an injunction. The way that they get this fence torn down is they have to ask you for an injunction and tell you to tear it down and to do that, they've got to show irreparable harm. I don't think I have heard any evidence or testimony or saying anything that says they are going to experience irreparable harm. Now, we do have testimony that went as follows -- if we let them get away with it, other people will want to do it too. I don't think that is irreparable harm. I think that is there will be more, even more wooden fences in the community than there already are. But the testimony is very clear that wooden fences have been in this community since the beginning. Now, Mr. Kolb testified, and when he testified, he said -- I said, "Were you a part of the

Association? No, I was doing this for the developer." What did he do from the beginning -- he allowed wooden fences; wooden fences have been allowed in the community since day one. The testimony of the witnesses, at least two of the witnesses, were -- and, you know, there was some backtracking here and there -- but the bottom line in this, 2005, 2006, 2015, there were rules made. We can quibble rules versus guidelines or restrictions or whatever we want to quibble about and then play word games. But the bottom line is -- no wooden fences. I mean, he did say -- a couple of them -- now, Mr. Jones was honest when he said -- they're not going to be approved, no ifs, ands or buts. But the other witnesses would say something like, -- well, you can submit whatever you want to, but we are not going to allow wooden fences; that is a restriction. A restriction on the use of property has to be recorded and there is no such restriction. They said in the 1988, you know, throughout this

case, they really -- the Plaintiff has taken unfair and inconsistent positions based on -- when you say you sent me a letter saying -- take it down pursuant to the Conditions and Restrictions, they jump up and they say -- no, no, no, no, no; those are invalid, you can't talk about those. But all their communications to the Josey's were -- you violated the Conditions and Restrictions that were invalid; then they say, you didn't submit the Architectural Review Form. Now, this form isn't prior under the governing documents even if they had that authority. Under the governing documents, it just says they have to seek approval, which they did. Now, the ARB Form is in the Conditions and Restrictions; they keep holding it up and saying -- you didn't fill out this form. Well, that form is an invalid document that they acknowledge themselves was not properly adopted and was not recorded -- timely recorded; excuse me. And so, the bottom line is there's no such restriction under the Restrictive Covenants. Now, I

got a little off-track, you know, on this thing. They haven't shown irreparable harm. So, in balancing the equities, what is the benefit to the Association of tearing down one of the many wooden fences in the community. Two, you know, this doesn't go to the liability as far as balancing the equity, early on, the Josey's, despite financial restraints, said -- give us a year and we will build a brick fence. The Association said, "No, and pay my attorney's fees. Tear it down, enforce that date and pay all my attorney's fees and build a brick fence after you submit it," and we have a lawsuit, despite the fact that they are already approved. Now, on this document where it was submitted at one point as an alternative, you know, the letter she sent clearly says -- it was a nice letter. She didn't say -- I'm going to sue you. She said, -- hey, listen, you do have some problems with your documents and you're opposed to wooden fences. And adjacent to her is a picket fence, an eight foot private fence and a chain-link fence

bordering her property, and she connected -- they ran the neighborhood fence and connected. Should they have asked -- I think she was very clear, if she could go back, she could run a -- they didn't want to spend this time here, wasting money on legal fees and doing this fight that has been miserable, he said in -- the intent was not to antagonize the Association, but the question has been -- how to get out of this thing, and unfortunately, that's why we're here to seek the only way to get out of it. But she clearly sent a letter and said -- will you please retroactively, and it is not in just one place in that letter, she says, "I'm asking you to retroactively approve it." That's what she asked. The testimony is crystal clear on this. There's no dispute, there's no debate, there's no material issue, there's no issue of fact; they didn't respond to that letter. Now, one of their arguments is -- well, you didn't fill out the form; well, the form

is in the rule. It's a rule that they never adopted properly or recorded. And at the point she had given this, it was already up, and so, she submitted requests every time which means that she wanted this. But the fence was already up, and so she said -- and this is a nice letter -- she said, "Will you please reconsider and approve it," and she said, "Additionally, -- additionally, with the Architectural Review, we would revise our fence along the front of the property accordingly as such an addition would require personal fence removal and replacement." Then, -- so, I think they said -- well, we did respond to that and, of course, there's a dispute about whether they responded to that in thirty (30) days. But, Judge, you can read those Minutes and come to your own conclusion. I think Mr. Hair backtracked on that. But anybody that has been involved with corporations or Minutes or meetings, one of the first things you do in these meetings is, you adopt the Minutes from

the last meeting and, you know, you can weigh the testimony as you want to on that, but there was some conflicting testimony on that part, and I would say the document speaks for itself. It's pretty clear that they were adopting the Minutes from a prior meeting. So, but it doesn't matter really, does it, because once she -- what we're asking them to do is and what they didn't respond to at all and there's no debate about, is that they didn't respond to the request to retroactively approve the fence. And so, why is that important? Well, at least two of the witnesses said -- yeah, -- three witnesses said -- yeah, you submit something after you start it or after you're completed and we will still consider it. And at least two of the witnesses said, "Not only will we consider it, if you don't -- if we don't respond in thirty (30) days, it will be waived." I think Mr. Ducom was one of those. And Mr. Hair acknowledged that they're under obligation to respond in thirty (30) days.

And so, to the extent that their argument is invalid because it doesn't meet the form, that's not a requirement. Again, it's different from the other ones she submitted because it was something she had already built. So, on the -- I'm sorry -- I don't think I need to argue about the rules; I think we covered that, and I think they acknowledged that the rules are not enforceable because the rules don't meet the Conditions and Restrictions. I don't think we're really arguing about the By-laws; they weren't properly and timely recorded. I don't think the By-laws really affect any issue in this case before you, I don't believe, but the Conditions and Restrictions do, because one time they say -- they're not enforceable, we're not talking about those. At the same time -- no wooden fences, and they keep saying -- you didn't use our form; both of those are in the Conditions and Restrictions that I believe have already

been stipulated are not valid. We believe that in addition to all that, the refusal to approve the wooden fence is arbitrary and capricious, and the reason it is arbitrary and capricious is because I believe the case law is amply clear. An Architectural Review Board can deny something because it is prohibited by the recorded instrument, the Declaration or a Master Deed or something of that sort, or, they can find that something does or does not fit within the scheme of development. The scheme of development is something from the beginning. The original cases that challenged it said -- hey, you can't have Architectural Review Authority or you can go look at LeShay versus I think Lesser and some of the early Sea Pine cases, people were challenging it saying -- no, no, no, no, the Architectural -- the Restrictive Covenant has to be specific and just giving somebody architectural control is not specific enough, you can't do that, and then our Courts, our Appellate Court resolved this issue a long time ago and said -- no, you can't have that

authority; you can have the authority but it has to be based upon something. Yes, you can use judgments; yes, you can use taste, yes, you can consider aesthetics, but you can't make stuff up, you can't make new rules. And so, the Architectural Review Board basically has two -- two things guiding them in making a decision about the Josey's fence; one is what they refer to as the 1988 Covenants and there is nothing in there that prohibits this fence, nothing. The second thing they have to look at is the scheme of development. So, what is the scheme of development? The scheme of development is what is in the community at that time. So, for instance, you know, usually, you see these where traditional homes and somebody wants to come and put a modern contemporaneous, they say -- that does not meet the scheme of development, we are a traditional home style. Right. Yeah, it's not in the Covenants, but you know that the Architectural Review Board governs itself by the scheme of development. And the testimony here is very clear; they are acting arbitrary and capriciously with regard to wooden fences and to vinyl privacy fences.

If they want to amend them, they can do that; they have the right to do that. They can do Amended Restrictions and change that at any time; they can do it this weekend. But what they can't do, the Architectural Review Board does not have the authority to say -- there's a new sheriff in town, and not only that, there's a new rule, and the new rule is we are not going to approve wooden privacy fences -- no more, we've had enough of that. They can't do that. They can enforce the scheme of development; they can say -- I don't like the location. They can say -- I don't like the height, they can say -- I don't like the color; they can say -- we're not going to approve it unless you move it. But you can't use that authority to enforce the scheme of development to make new rules, and that's what happened here; they're saying -- no wooden fences, period. Mr. Jones was very clear in his testimony, and others, you know, kind of changed a little bit on people -- well, we're not saying we will, we're just saying -- we're saying that we would consider it but probably not. But Mr. Jones and the first day witnesses -- the witnesses on

the first day were very clear -- no wooden fences, no vinyl fences. I can't say that, you know, that's a bad necessary rule if they want to do that. But what I'm saying is, if they already exist in the community and they have existed since the days of the developer, then they can't just make a blanket rule against wooden fences or vinyl fences or privacy fences because it is a part of the scheme of development. They may want to change it. And so, that's really what is going on here is the Architectural Review Board hasn't been able to get an Amendment adopted and hasn't been able to get this rule changed. So, they're just saying -- well, we're just not going to approve it. And I don't think they have that authority. I think that is arbitrary and capricious and they're implementing a rule using their discretionary power to uphold the scheme of development. You also heard the testimony that they have to take it down or they can't sell the property until they address this, but they don't have that authority; there's no authority to do that in the Architectural Review Authority, the setting day that has

no Architectural Review Authority. So, those are my arguments. And again, I really do appreciate your time and your attentiveness and, really, your demeanor and kindness throughout this. I hope you have a great rest of the day.

THE COURT: Thank you very much. All right.

MR. JONES: Your Honor, do I have a chance as Plaintiff to respond?

MR. McCABE: Objection.

THE COURT: The Rules contemplate the Plaintiff getting to bookend the Defendant, a Rule I've used in many a Court case. So, I do contemplate that. But what kind of time are you looking for? Is there -- I mean, technically, I guess you are only supposed to respond -- I don't know if he raised any new points. But, you know, depending on what you say, then I might allow Mr. McCabe to speak again and we might end up defeating his purpose of saying, you know, I'm not going to call any witnesses. But certainly, if there is something you just absolutely need to respond to, I'm going to let it, and then that may trigger me to let him, you know, -- if

ya'll get into who is going to have the last word, we're going to be here a long time.

MR. JONES: Actually, I believe, if I understand the Rules, Plaintiff must have the right to reply.

THE COURT: And you are correct in them.

MR. JONES: That's one, the Rule, and the second thing is, I didn't use but twenty-three (23) minutes of my first time up.

THE COURT: Okay. And so, I'm going to allow -- but you intend to address or you may not start afresh, ---

MR. JONES: No, it won't be starting afresh; I'll be brief.

THE COURT: Okay. I'm going to let you speak.

MR. JONES: Okay. Thank you. Your Honor, I turn to Page Fourteen (14) of the Covenants, By-laws as we call them, and the language is very clear, "This section does not obligate the owner to make such a transfer; it is provided, however, that such transfer must be made no later than December 31, 1993. The language is clear. And I'm reading from my Memorandum of Law, Page Thirteen (13), "That in the still

set of rules, the jurisdiction, the restrictions as to the use of real property should be strictly construed and all the acts resolved in favor of who used the property, subject, however, to the provision that the rule of restrictive instructions should not be applied so as to defeat the planning and obvious purpose of the instrument." And the purpose of this instrument was that the successors who would be allowed to enforce the testator's" -- that's on Page Thirteen (13) on my Memorandum of Law. The second is to give me reparable damage. Mr. Glenn Cockerill and among others testified specifically that he keeps up with the sale values of the houses and that we would suffer -- the owners would suffer losses, severe losses, in the value of the property that was testified to that came into evidence and should be considered by the Court. As far as the procedures, Judge, the procedures on Page Fifteen (15), it provides that the Architectural Review Board is to set the procedures, probably their own -- pardon me, Your Honor; I said Page Fifteen (150), it is actually Page Thirteen (13).

"The Review Board shall operate in accordance with its own rules and procedures," and those rules and procedures were established expressly by giving on May the 21st, 2021 to Ms. Josey, it gave what the form was; not only was it expressly done, she followed through with it, and so, she ratified the process and accepted the process and should be estopped to deny that of not knowing the process. And, Judge, as far as the restrictions, the Covenants are clear on the balancing, the two ends of the balance. One is -- one end is that there be no fence, no pool, and I'm just limiting that unless there's first a request. And B, had that request be made as it should have been, the balancing process could have happened. You will recall that Mr. Glenn Cockerill, and he's just the one I remember, he testified that there are exceptions and have been exceptions to allow wooden fences, to allow some chain-link fences; that is -- that has happened. Mack Kolb gave a list of places where fences were allowed. And so, that balance between looking at an individual lot in

light of the two hundred and seventy-three (273) as far as the overall development and architectural design, they strike that balance, and that's certainly enough to accomplish and meet what the South Carolina law provides in that regard. Thank you very much, Your Honor.

THE COURT: Okay. Thank you. So, it looks like I topped out at about forty-eight (48) pages of notes; that's a small record, plus, I guess you've got the transcript too. So, I thank you all. So you want to get the -- make sure all of the exhibits are here. I don't think -- I didn't hear any dispute that there were thirty-nine (39) -- excuse me -- thirty-eight (38) exhibits. And so, if ya'll want to make sure that those are all together, the Plaintiff's in one stack, the Defendant's in another stack, the Court's exhibits are here. I'm going to take this matter under advisement; I've got a lot. And I'll let ya'll know what I decide on the drive-by, and I will start my review. Obviously, in total, it's close to two hundred (200) pages. So, I'm not

all that fast. Anything else from the Plaintiff?

MR. JONES: Nothing else from the Plaintiff, Your Honor.

THE COURT: Anything else from the Defendant?

MR. McCABE: No, sir. Thank you, Judge.

THE COURT: Thank you.

THERE BEING NOTHING FURTHER, THE HEARING WAS CONCLUDED AT 3:00 P.M.).

STATE OF SOUTH CAROLINA)
) CERTIFICATE
COUNTY OF SUMTER)

I, Doris Tompkins Brown, Certified Verbatim Reporter and Notary Public in and for the State of South Carolina, certify that I did take the within Hearing before the Honorable Michael M. Jordan, Master in Equity for Sumter County, at the Sumter County Judicial Center, 215 North Harvin Street, Sumter, South Carolina commencing at 1:03 P.M. on October 7, 2024, at 10:01 A.M. on October 8, 2024 and at 9:55 A.M. on October 9, 2024.

I further certify that the foregoing pages constitute a true and accurate transcript of the testimony given at that time and place.

I hereby certify that I am not of counsel or kin to any of the parties to this cause of action, nor am I interested in any manner in its outcome.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 17th day of June, 2026.

Doris Tompkins Brown, CVR
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission expires: 3-03-2035

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VOL 487 PG 1279
SUMTER COUNTY R.M.C.

STATE OF SOUTH CAROLINA)
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COUNTY OF SUMTER)

DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAKEWOOD LINKS AND PROVISIONS FOR THE LAKEWOOD LINKS PROPERTY OWNERS' ASSOCIATION, INC.

THIS DECLARATION, made this 21st day of December, 1988, by Lakewood Links Associates, a South Carolina General Partnership, hereinafter referred to as the "Owner."

WITNESSETH:

WHEREAS, Owner holds title in fee simple to the certain lands (hereinafter referred to as the "Property") described in Part One, Article II, Section I of this Declaration and in the Master Plan (which has been made available for inspection by prospective property owners) and intends to plan and develop a community comprised of the Property and known as "Lakewood Links" with certain facilities, amenities and services for the use and benefit of all property owners within such community; and

WHEREAS, Owner desires to provide for the preservation of the values and amenities and for the maintenance of common facilities, services and properties; and, to this end, Owner has consented to subject the Property together with such additions as may hereafter be made, as provided in Part One, Article II, to the covenants, restrictions, easements, affirmative obligations, charges and liens, hereinafter set forth (hereinafter referred to as the "Covenants"), each and all of which is and hereby declared to be for the benefit of the Property and every owner of any and all parts thereof; and

WHEREAS, Owner deems it desirable, for the efficient preservation of the values and amenities in the community, to create an agency to which should be ultimately delegated and assigned by the Owner authority to maintain and administer the common properties and services, to enforce the Covenants governing the same, and to disburse all assessments and charges necessary for such maintenance, administration and enforcement; and

WHEREAS, The Owner has caused or will cause to be incorporated under the laws of the State of South Carolina, a non-profit corporation, Lakewood Links Property Owners' Association, Inc., for the purpose of exercising the functions aforesaid, and which are hereinafter more fully set forth; and

WHEREAS, this Declaration will be referred to as the "Lakewood Links Covenants of 1988," and will be recored in the Office of the Clerk of Court for Sumter County, South Carolina, and may be incorporated by reference to the Book and Page of recording in the records of said Office.

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PLAINTIFF'S EXHIBIT 1
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RECORDED
VOL 48 PG 830
SUMTER COUNTY R.M.C.

NOW, THEREFORE, Owner hereby declares that the Property and such additions thereto as may hereafter be made pursuant to Part One, Article II hereof are and shall be held, transferred, sold, conveyed, given, purchased, leased, occupied, and used subject to the Covenants. These Covenants, the benefits of these Covenants, and the affirmative and negative burden of these Covenants, shall touch and concern and run with the land herein referred to as the Property. The Owner reserves the right to add additional covenants in respect to the property owned by the Owner at the time of the adoption of the additional covenants but not to property previously conveyed to others. Any rights and easements reserved by the Owner under these Covenants shall also be reserved to the assigns and successors in interest of the Owner.

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VOL 437 RECORDED PG. 1481
SUMTER COUNTY, R.M.C.

PART ONE

GENERAL REFERENCES

ARTICLE I

DEFINITIONS

Section 1. The following words and terms when used in this Declaration or any supplemental declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

(a) "Approved by the Owner" shall mean written approval issued by the Owner signed by its Managing General Partner or by a designated representative.

(b) "Association" shall mean and refer to the Lakewood Links Property Owners' Association, Inc., a South Carolina non-profit corporation, its successors and assigns.

(c) "Business Purposes" shall include, but not be limited to, any use as a fire department or other public services facility, a medical facility, professional office, entertainment, recreational, commercial or like facility. The use of a Family Dwelling Unit as a model dwelling display or real estate sales office maintained by the Owner or those granted a written license for such use by the Owner, however, shall not be deemed use for business purposes.

(d) "Commercial Property" shall mean and refer to any land which is designated for use for business purposes as defined in this section in a deed of conveyance or lease.

(e) "Common Properties" shall mean and refer to those areas of land with any improvements thereon which are deeded or leased to the Association and designated in said deed as "Common Properties." The term "Common Properties" shall include areas reserved for Recreational Amenities to be constructed by the Association on properties deeded to the Association by the Owner and any personal property acquired by the Association if said property is designated as "Common Property." All Common Properties are to be devoted to and intended for the common use and enjoyment of the Property Owners, their tenants, guests and invitees, at uniform fees, charges, and assessments established herein as may be modified from time to time by the Association. The designation and dedication of land or improvements as

Common Properties shall not mean or imply that the public at large or Property Owners, their tenants, guests and invitees acquire an easement of use or enjoyment therein except at such fees, and under such rules and regulations for operation as may be established from time to time by the Association.

(f) "Covenants" shall mean and refer to the "Lakewood Links Covenants of 1988," including all covenants, conditions, restrictions, and obligations set forth in this Declaration.

(g) "Development Unit Parcels" shall mean and refer to those parcels or tracts of land ("Golf Villa Tracts" - Designated as "Phase III" on the recorded Plat of Lakewood Links) conveyed by the Owner to third parties under these covenants and restrictions permitting the division of such parcel or tract into smaller land units such as Residential Lots or Townhouse Residential Tracts/Golf Villa Tracts.

(h) "Family Dwelling Unit" shall mean and refer to any improved property intended for use as a single-family detached dwelling, townhouse unit or cluster unit, whether detached or attached, located within the Property.

(i) "Golf Villa Tract" shall mean those unimproved parcel of land located within the Property designated as "Phase III", intended for use as a site for residential lots and/or multi-family type dwellings and/or patio dwellings which shall be conveyed either in fee simple or as condominium apartments.

(j) "Master Plan" shall mean and refer to the drawings which represent the conceptual research plan for the future development of the Resort, held by the Owner and made available for inspection by prospective land purchasers. Since the concept of the future development of the undeveloped parcels of the Resort retained by, and remaining in the Owner's ownership is subject to continuing revision and change at the discretion of the Owner as provided in Section 1, Article II, Part One hereof, present and future references to the "Master Plan" by the Owner, its employees or agents shall be references to the latest revision thereof. In addition, no implied reciprocal Covenants shall arise with respect to lands which have been retained by the Owner for future development restricting their uses except that all the covenants, restrictions, obligations and conditions set forth in this Declaration shall apply to all portions of the Property retained by

VOL 431 RECORDED PG. 1883
SUMTER COUNTY, S.C.

the Owner. This Declaration does not designate any portion of the Property for any particular use, such designations to be made by separate subsequent declaration or by recorded plat with such designation clearly and unequivocally shown thereon. The Owner shall not be bound by any development plan, use or restriction of use shown on any Master Plan.

(k) "Member" shall mean and refer to the Owner and all those Property Owners who are Members of the Association as provided in Article I, Part Three hereof, including the spouse and children (under 18) permanently residing with the said Property Owner.

(l) "Offensive or Noxious" activity or behavior shall include but not be limited to a public nuisance or nuisance per se and shall also include any behavior or activity which is inconsistent with both the pleasurable use of the Resort area by a majority of the residents and their reasonable expections of enjoying their property and the available amenities and natural surroundings free of boorish, rude, excessively noisy, crude, tasteless behavior, flashing lights, racing vehicles, offensive or tasteless displays of public sexuality, radio, hi-fi or electronic music distractions, etc., or other similar behavior curtailing the pleasure of use of the facilities of the Resort. Public musical or other entertainment, parades, concerts, festivals, carnivals, competitions or shows conducted under permit from the Owner shall not constitute offensive or noxious activity or behavior unless such permit is withdrawn by the Owner.

(m) "Owner" shall mean and refer to Lakewood Links Associates, a South Carolina General Partnership, its successors and assigns.

(n) "Pertinent Laws" shall mean and refer to the statutes, ordinances, regulations, and other laws pertinent to the ownership, sale, use, and development of the property, as or codified or promulgated by the State of South Carolina, the County of Sumter, the Town of Sumter, the Government of the United States of America, and other public authorities having jurisdiction over the Property.

(o) "Property" and "Resort" shall mean and refer to the lands described in Part One, Article II, Section 1 hereof and Exhibit A, attached hereto, and additions thereto as provided in Part One, Article II, Section 2 hereof, as are subjected to this Declaration or any supplemental declaration under the provisions of Part One, Article II hereof.

(p) "Property Owner" shall mean and refer to the owner (but shall not include the "Owner" except with respect to properties reacquired by the Owner after Owner's conveyance thereof) as shown by the real estate records of the Clerk of Court for Sumter County, whether it be one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Residential Lot, Family Dwelling Unit, Golf Villa Tract, Development Unit Parcel, or Unsubdivided Land situated upon the Property but notwithstanding any applicable theory of mortgage, shall not mean or refer to the mortgagee or holder of a security deed, its successors or assigns, unless and until such mortgagee or holder of a security deed has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Property Owner" mean or refer to any lessee or tenant of a Property Owner. In the event that there is recorded with the Clerk of Court for Sumter County a long-term contract of sale covering any lot or parcel of land within the Property, the Property Owner of such lot or parcel of land shall be the purchaser under said contract and not the fee simple title holder. A long-term contract of sale shall be one where the purchaser is required to make payments for the property for a period extending beyond nine (9) months from the date of the contract, and where the purchaser does not receive title to the property until such payments are made although the purchaser is given the use of said property.

(q) "Recreational Amenities" shall include those areas which may be designated by Owner as areas in which the Association may elect to construct a swimming pool, bath houses, and tennis courts; provided, however, that such properties shall also become "Common Properties" when deeded to the Association and designated in said deed as "Common Properties".

(r) "Referendum" shall mean and refer to the power of all or some specific portion of the Members to vote by mailed ballots on certain actions by the Board of Directors of the Association more particularly set forth herein including the levy of any Special Assessment and the addition or deletion of functions or services which the Association is authorized to perform. In the event 51% of the votes actually returned to the Association within the specified time shall be in favor of such action, the Referendum shall be deemed to "pass" and the action voted upon will be deemed to have been authorized by the Members; provided, however,

that if a higher percentage required to "pass" shall be specifically expressed herein or be required for any particular issued by a vote of the Association, as determined by the procedures set forth herein, that higher percentage shall control in that instance.

(s) "Residential Lot" shall mean any unimproved parcel of land located within the Property which is intended for use as a site for a single family detached dwelling, as shown upon any recorded final subdivision plat of any part of the Property. A parcel of land shall be deemed to be unimproved until the improvements being constructed thereon are sufficiently complete to reasonably permit habitation thereof.

(t) "Resort" shall mean Lakewood Links which shall include The Links of Lakewood Golf Course and the residential community.

(u) "The Links at Lakewood" shall mean the 18 hole championship golf course which is situate within the property around which the residential community will be developed and which will be retained by the Owner.

(v) "Undeveloped Land" shall be land owned by the Owner which is not improved, and which has not been designated as Open Space or Common Properties, whether subdivided or unsubdivided.

(w) "Use of Land" or "Intended for Use" shall mean the use designated in the deed of conveyance of a parcel or space or by separate declaration of covenants designating the use for which any particular parcel of land is restricted to in such declaration or incorporated by reference to a particular recorded declaration of covenants in deeds by which the Owner has conveyed such land. Reference to "uses" of land, or description of parcels on maps, master plans, and promotional material shall not constitute a designation of use for purposes of this Declaration nor shall such reference create any obligation for the Owner.

(x) "Use or Used for Residential Purposes" shall mean to be used as one's residence or normal and customary place of above and shall not include any use for business purposes as defined above. The use of a portion of a Family Dwelling Unit as an office shall be considered a residential use if such use does not create regular customer or client traffic to and from the Family Dwelling Unit sustained for a period longer than thirty (30) days in any one twelve-month period and no sign,

VOL 67 RECORDED PG. 186
SUMTER COUNTY, S.M.C.

symbol, logo, or nameplate identifying such business is affixed to or about the entrance to the Family Dwelling unit, except where the approval of the Owner has been given to such use.

ARTICLE II

PROPERTY DESCRIPTION

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to these Covenants is located in Sumter County, South Carolina and is more particularly described in Exhibit "A" attached hereto and by reference incorporated herein.

The Owner intends to develop the Property in accordance with the Master Plan, as subsequently modified from time to time, as a residential community centered around The Links at Lakewood Golf Course featuring areas reserved for recreation facilities and various amenities (which shall be constructed by the Association) and all other activities permitted by law which the Owner deems appropriate as uses for such property. The Owner reserves the right to review and modify the Master Plan at its sole option, from time to time, based upon its continuing research and design program. The Master Plan or any future Master Plan, shall not bind the Owner, its heirs, successors and assigns, to adhear to the Master Plan in the development of the land shown thereon. Properties conveyed to the Association shall become Common Property in accordance with their designation in the deed of conveyance from the Owner. The Owner shall not be required to follow any predetermined sequence or order of improvements and development; and it may bring within the plan of these covenants additional lands, and develop the same before completing the development of the Property. Other than as stated in this Section, the Owner shall have full power to add to, subtract from, or make changes in the Master Plan, including the addition of other nearby lands owned by Owner, such actions potentially altering membership of the Association.

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) The Owner, its heirs, successors and assigns, shall have the right, without consent of the Association, to bring within the plan and operation of this Declaration, additional properties in future stages of the development. The additions authorized under this and the succeeding subsections shall be made by either deeding such additional property subject to this Declaration by specific reference in individual deeds

or by filing a Supplementary Declaration of Covenants and Restrictions (hereinafter referred to as "The Supplementary Declaration") with respect to the additional property which shall extend the operation and effect of these Covenants to such additional property.

The Supplementary Declaration may contain such complimentary additions and/or modifications of these Covenants as may be necessary or convenient, in the judgment of the Owner, to reflect the different character, if any, of the added properties and as are not inconsistent with this Declaration, but such modifications shall have no effect on the Covenants as they apply to the Property.

(b) Upon approval in writing of the Association pursuant to three-fourths (3/4) of the vote of those present at a duly called meeting, the owner of any property who desires to add it to the plan of these Covenants and to subject it to the jurisdiction of the Association, may file or record a Supplementary Declaration with respect to the additional property which shall extend the operation and effect of these Covenants to such additional property.

The Supplementary Declaration may contain such complimentary additions and/or modification of these Covenants as may be necessary or convenient, in the sole judgment of the Association, to reflect the different character, if any, of the added properties and as are not inconsistent with this Declaration, but such modification shall have no effect on the Covenants as they apply to the Property.

(c) Upon merger or consolidation of the Association with another association, as provided for in the by-laws of the Association, its property rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or in the alternative, the properties, rights and obligations of another association may, by operation of law, be added to the properties of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the existing Property, together with the covenants and restrictions established upon any other properties, as one plant. No merger or consolidation shall effect any revocation, change or addition to these Covenants including, without limitation, the maximum limits on assessments and dues of the Association, or any other matter substantially affecting the interests of Members of the Association.

VOL 1 89 RECORDED PG 1488

(d) For any property subjected to this Declaration pursuant to the provisions of this Section, there may be established by the Owner an additional association limited to the owners and/or residents of such additional property in order to promote their social welfare, including their health, safety, education, culture, comfort, and convenience, to elect representatives on the Board of the Association, to receive from the Association a portion, as determined by the Board of Directors of the Association, of the annual assessments levied pursuant hereto and use such funds for its general purposes, and to make and enforce rules and regulations of supplementary covenants and restrictions, if any, applicable to such additional lands.

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VOL U 87 PG 1889
SUMTER COUNTY, R.M.C.

PART TWO

COVENANTS AND RESTRICTIONS
APPLICABLE TO
COMMUNITY DEVELOPMENT
OF THE LAKEWOOD LINKS RESORT

ARTICLE I

GENERAL COVENANTS

Section 1. Purposes. The primary purpose of these Covenants and the foremost consideration in the origin of same has been the creation of a residential community which is aesthetically pleasing, which is functionally convenient, which is capable of maintaining itself, which provides areas reserved for recreational amenities and provides for the ultimate ownership, operation and maintenance, through the Association, of those areas. The establishment of objective standards relating to design, size and location of dwellings and other structures makes it impossible to take full advantage of the individual characteristics of each parcel of property and of technological advances and environmental values. For this reason, such standards are not established hereby, but may be suggested by the Owner in discussions with and materials submitted to Property Owners. These standards and this Declaration are consistent with and serve to complement the Subdivision Regulations of Sumter County, South Carolina. To implement these Covenants, the Owner shall, through the Architectural Review Board, establish and amend from time to time objective standards and guidelines which shall be in addition to and more restrictive than said governmental standards.

All Residential Lots in the Resort shall be used for residential purposes exclusively. The use of a portion of a dwelling on a Residential Lot as an office by the owner or tenant thereof shall be considered a residential use if such use does not create regular customer or client traffic to and from the lot. No structure, except as hereinafter provided shall be erected, altered, placed or permitted to remain on any Residential Lot other than one (1) single family dwelling, one (1) small one-story accessory building which may include a detached private garage or carport, provided the use of such accessory building does not overcrowd the site and provided further, that such building is not used for any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building.

VOL 4 X1 RECORDED PG 1840
SUMTER COUNTY R.M.C.

The provisions of this Section shall not prohibit the Owner or its assignees from using a house or other family dwelling units as models for its sales program. Use as a model shall be limited to display purposes except as hereinafter provided.

Section 2. Architectural and Design Review.

(a) Purpose. In order to preserve the natural beauty of the Resort and its setting, to maintain the Resort as a pleasant and desirable environment, to establish and preserve a harmonious design for the community, and to protect and promote the value of property, no building, fence or other structure shall be erected, placed or altered until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location of such building or structure, drives and parking areas), landscape plan, and construction schedule shall have been approved in writing as hereinafter provided.

(b) Objectives. Architectural and Design review shall be directed towards attaining the following objectives for the Resort:

(1) Preventing excessive or unsightly grading, indiscriminate earth moving or clearing of property, removal of trees and vegetation which could cause disruption of natural water courses or scar natural landforms.

(2) Ensuring that the location and configuration of structures are visually harmonious with the terrain and vegetation of the Residential Lot and with surrounding Residential Lots and structures and does not unnecessarily block scenic views from existing structures or tend to dominate any general development or natural landscape.

(3) Ensuring that the architectural design of structures and their materials and colors are visually harmonious with the Resort's overall appearance, history and cultural heritage, with surrounding development, with natural landforms and native vegetations, and with development plans, officially approved by the Owner, or any governmental or public authority, if any, for the areas in which the structures are proposed to be located.

(4) Ensuring the plans for landscaping provide visually pleasing settings for structures on the same lot and on adjoining or nearby lots, and blend harmoniously with the natural landscape.

VOL 4 87 RECORDED PG 1891
SUMTER COUNTY R.M.C.

(5) Ensuring that any development, structure, building or landscaping complies with the provisions of these covenants.

(6) Promoting building design and construction techniques that respond to energy consumption and environmental quality consideration such as heat loss, air emissions, and run-off water quality.

(c) Architectural Review Board.

(1) The Owner shall establish an Architectural Review Board (such board hereinafter referred to as the "Review Board") which shall consist of five (5) members. Three (3) members shall be appointed by the Owner and two (2) members shall be elected by the Association. The regular term of office for each member shall be one (1) year, coinciding with the fiscal year of the Owner. Any member appointed by the Owner may be removed with or without cause by the Owner at any time by written notice to such appointee. A successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member. Any member elected by the Association shall be removed in accordance with the by-laws of the Association.

(2) The Review Board shall select its own Chairman and he, or in his absence, the Vice-Chairman shall be the presiding officer of its meetings. All meetings shall be held at least once in each calendar month or upon call of the Chairman; all meetings shall be held at the offices of the Owner at the Resort or at such other places as may be designated by the Chairman. Three (3) members shall constitute a quorum for the transaction of business, provided a minimum of two (2) members appointed by the Owner shall be present in order to have a quorum. The affirmative vote of a majority of the members of the Review Board shall constitute the action of the Review Board on any matter before it. The Review Board shall operate in accordance with its own rules of procedure; said rules shall be filed with the Association and maintained in the records of the Association.

(3) The Review Board is hereby authorized to retain the services of one or more consulting architects, landscape architects, urban designers, and/or attorneys, who need not be licensed to practice in

RECORDED 1872
PG
SUMTER COUNTY, R.M.C

the State of South Carolina, to advise and assist the Review Board in performing the design review functions herein prescribed.

(d) Transfer of Architectural Review Authority. Upon the sale of greater than 90% of the sites for the permitted Family Dwelling Units, the Owner may by filing a supplementary declaration of covenants and conditions with the Clerk of Court's Office for Sumter County, transfer the above described architectural review authority to a permanent Review Board which, subject to the covenants and conditions stated with the aforesaid supplemental declaration, shall be under the control of the Association. This section does not obligate the Owner to make such transfer, provided, however, that such transfer must be made no later than December 31, 1993.

(e) Review of Approval of Plans for Addition Alterations or Changes to Structures and Landscaping. No building, wall, fence, deck, pier, swimming pool, roof, exterior light or other structure or improvement of any kind shall be commenced or erected upon any Residential Lot or upon the exterior of any Family Dwelling Unit or upon the Common Properties, nor shall any landscaping be done, nor shall any addition to any existing building or alteration or change therein be made until the proposed building plans, specifications (including height, materials, and exterior finish), plot plan, and construction schedule shall have been submitted to and approved by the Review Board.

(f) Submission, Approval and Refusal of Architecture, Siting, Landscaping and Other Building Plans. Two copies of all plans and related data shall be in the records of the Review Board. The other copy shall be returned to the Property Owner marked "approved" or "disapproved." The Review Board shall establish a fee sufficient to cover the expense of reviewing plans and related data at the time they are submitted for review and to compensate any consulting architects, landscape architects, urban designers or attorney's retainer in accordance with subparagraph (c)(3) above. The Fee initially established by these Covenants shall be $50.00 for each submission. The Review Board shall have the right to increase this amount not more than once in any subsequent twelve (12) month period. Approvals shall be dated and shall not be effective for construction commenced more than six months after such approval. Disapproved plans and related data shall be accompanied by a reasonable statement of items found unacceptable. In the event approval of such plans is

neither granted nor denied within thirty (30) days following receipt of Review Board of written request for approval, the provisions of this Section shall be thereby waived. Refusal of approval of plans, location or specification may be based by Review Board upon any ground which is consistent with the objectives of these covenants, including purely aesthetic considerations, so long as such ground is not arbitrary or capricious.

(g) Approval Not a Guarantee or Representation of Proper Design or Good Workmanship. No approval of plans, location or specifications, and no publication or architectural standards bulletins 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 thereto will be built in a good workmanlike manner. Neither the Owner, the Company nor the Review Board shall be responsible or liable for any defects in any plans or specifications submitted revised or approved under these covenants nor for any defects in construction pursuant to such plans and specifications. The Property Owner shall have sole responsibility for compliance with approved plans and does hereby hold the Review Board and the Owner harmless for any failure thereof caused by the Property Owner's architect or builder. The Owner reserves the right to prohibit the Property Owner's builder and/or general contractor from the site in the event it is determined that failure to comply with approved plans is determined to be intentional or due to gross negligence.

Section 3. Setback Lines. To assure that buildings and other structures will be located so that the maximum view, privacy and breeze will be available to each building or structure, and that structures will be located with regard to the topography of each property taking into consideration the location of large trees and other aesthetic and environmental considerations, the Review Board reserves unto itself, its successors and assigns, the right to control and to decide solely (so long as (a) its decisions are not arbitrary or capricious and (b) subject to the provisions of the pertinent land use regulations of public authorities having jurisdiction) the precise site and location of any building or structures on any property in the Resort.

The location shall be determined only after reasonable opportunity is afforded the Property Owner to recommend a specific site. Provided, however, that in the event an agreed location is stipulated in writing in the contract of purchase and

4/37 RECORDED PG. 1474
MTER COUNTY, R.M.C.

approved by the Owner, and such location complies with the local town and county subdivision regulations, the Owner shall approve automatically such location for a residence or group of residential units.

Section 4. Parking. Each Property Owner subject to these Covenants shall provide space for the parking of two automobiles off public streets and community roads prior to the occupancy of any building or structure constructed on said property in accordance with reasonable standards established by the Review Board.

Section 5. Completion of Construction. The exterior of all houses and other structures must be completed within twelve (12) months after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the property Owner or builder due to strikes, fires, national emergency or natural calamities. Houses and other dwelling structures may not be temporarily or permanently occupied until the exteriors thereof have been completed. During the continuance of construction the Property Owner shall require the contractor to maintain the Residential Lot in a reasonably clean and uncluttered condition. Upon completion of construction, the Property Owner shall cause the contractor to immediately remove all equipment, tools and construction material from the Lot. Any damage to roads, Common Properties or property owned by others caused by the Property Owner's contractor or other parties providing labor or services to the Property Owner shall be repaired by the Property Owner or by the Owner at Property Owner's expense. The landscaping plan for all Family Dwelling Units and other structures must be completed within ninety (90) days of occupancy or substantial completion, whichever date shall first occur.

Section 6. Service Yards. Each Property Owner shall provide a visually screened area to serve as a service yard and an area in which garbage receptacles, fuel tanks or similar storage receptacles, electric gas meters, air conditioning equipment, clothes lines, and other unsightly objects must be placed or stored in order to conceal them from view from the road and adjacent properties.

Section 7. Signs. No signs or ornaments shall be erected or maintained on the Property by anyone including, but not limited to, the Property Owner, a realtor, a contractor or subcontractor, or except with the written permission of the Review Board or except as may be required by legal proceedings. If such permission is granted the Review Board reserves the right to restrict size, color and content of such signs.

VOL 487 RECORDED PG 1895
SUMTER COUNTY, R.M.C.

Section 8. Other Buildings and Vehicles. No mobile home, trailer, tent, or other similar out-building or structure shall be placed on any Residential Lot or Development Unit Parcel at any time, either temporarily or permanently without prior approval from the Review Board.

Section 9. Unsightly Conditions. It shall be the responsibility of each Property Owner and tenant thereof to prevent the accumulation of litter, trash, packing crates or rubbish or the development of any unclean, unsightly or unkept condition of buildings or grounds on his property either before, during or after construction, nor to permit accumulations which shall tend to substantially decrease the beauty of the community as a whole or the specific area.

Section 10. Lights. The design and location of all exterior lighting fixtures shall be subject to the approval of the Review Board. Neither these nor any other illumination devices, including but not limited to Christmas ornaments, located anywhere on the structures or grounds of any Residential Lot or Family Dwelling Unit shall be located, directed, or of such intensity to affect adversely the night-time environment of any adjacent property.

Section 11. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, kept or pastured on the Property, except that a reasonable number of common household pets such as dogs and cats may be kept in any one Family Dwelling Unit.

Section 12. Underground Electric Cable and Street Lighting. The developer reserves the right to subject the real property herein to a contract with Black River Electric Cooperative for the installation of underground electric cables and/or the installation of street lighting, either both of which may require an initial payment and/or continuing monthly payments to Black River Electric Cooperative or Carolina Power & Light by the owner of said property herein described.

Section 13. Repairs and Hazards. Any building or other improvement on the property that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time, and the land restored to an orderly and attractive condition.

Section 14. Offensive Activity. No noxious or offensive activity shall be carried on upon any Residential Lot, Family Dwelling Unit, Development Unit Parcel, Common Properties, or any place within the Resort, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the community.

RECORDED
VOL 87 PG 1896
SUMTER COUNTY, R.M.C.

Section 15. Certain Easements. The Owner reserves unto itself, its heirs and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground of the Property to erect, maintain, and use electric, cable television, and telephone poles, wires, cables, conduits, drainage ways, sewers, wells, pumping stations, tanks, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, drainage or other public conveniences or utilities on, in or over those portions of such property as may be reasonably required for utility line purposes; provided, however, that no such utility easement shall be applicable to any portion of such property as may (a) have been used prior to the installation of such utilities for construction of a building whose plans were approved pursuant to these Covenants by the Owner, or (b) such portion of the Property as may be designated as the site for a building on a plot plan or for erection of a building which has been filed with the Review Board and which has been approved in writing by said Review Board.

These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Any material disturbance to the grounds of any Property Owner caused by such utility installation shall be repaired and said grounds returned to their prior condition by the Owner or prompt and reasonable remuneration for such repair shall be made to such Property Owner by the Owner.

Section 16. Antennas. No television antenna, receiving "dish," radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of property within the Resort, nor radio, television signals, nor any other form of electromagnetic radiation shall be permitted to originate from any Family Dwelling Unit, Residential Lot, Golf Villa Tract, or Development Unit Parcel which may unreasonably interfere with the reception of television or radio signals upon any other of such properties, except as follows:

(a) The provisions of this Section shall not prohibit the Owner from installing equipment necessary for a master antenna system, security system, cable television and mobile radio systems of other similar systems within the Resort; and

(b) Should cable television services be unavailable and good television reception not be otherwise available, a Property Owner may make written application to the Review Board for permission to install a television antenna or receiving "dish," and such permission shall not be unreasonably withheld.

VOL 487 RECORDED PG 1897
SUMTER COUNTY, FLA.

Section 18. Trespass. Whenever the Association or the Owner is permitted by these Covenants to correct, repair, clean, preserve, clear out or do any action on taking such action shall not be deemed a trespass.

Section 19. Parcels. No Residential Lot shall be subdivided, or its boundary lines changed, except with the written consent of the Owner. However, the Owner hereby expressly reserves to itself, its successors or assigns, the right my mutual consent to replat any such lot or lots and to take such other steps as are reasonably necessary to make such replated lot suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, rights-of-way, private roads, bridges, parks, recreational facilities and lots.

The provisions of this Section shall not prohibit the combining of two (2) or more continuous lots into one (1) larger lot. Following the combining of two (2) or more lots into one (1) larger lot, only the exterior boundary lines of the resulting larger lot shall be considered in the interpretation of these Covenants. Consolidation of lots, as described above, must be approved by the Owner, said approval to be granted in the Owner's sole discretion upon such terms and conditions as may be established by the Owner from time to time, including specific provisions for the payment of assessments.

Section 20. Building Height. No Family Dwelling Unit structure shall be constructed which has a height exceeding three (3) stories above the minimum height established by applicable flood zone regulations of the United States. No townhouse, villa, or other multi-family dwelling structure shall be constructed which has a height exceeding five (5) stories above the minimum height established by applicable flood zone regulations of the United States. For purposes of this Section, the first parking level or deck underneath a building built at the above grade, shall not be considered a story.

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VOL 481 RECORDED PG 1878
SUMTER COUNTY, R.M.C.

Section 21. Multiple Ownership of Properties. No Residential Lot or Family Dwelling Unit, with the exception of Phase III property may be owned by more than three (3) Owners at one time, except by inheritance. For purposes of this subparagraph, a married couple, and children (under 18) residing with the couple, constitutes a single owner; further the heirs at law of an owner, regardless of their number, constitutes a single owner.

Section 22. Access to Recreational Amenities. Until such times as the area reserved for Recreational Amenities are conveyed to the Association as provided in Part Three, Article II, hereof, the Owner reserves the sole and exclusive right to establish the rules and regulations for use of such facilities, including the extent and nature of guest privileges to be permitted, provided, however, that no rule or regulation shall be established by the Owner which shall have the effect of depriving a Member, as that term is herein defined, of access to the Recreational Amenities except as at Part III, Article II of these Covenants.

The lakes, excluding golf course lakes, shown on the Owners Master Plan will be for the exclusive use of the owners of the lots bordering said lakes. The owners will convey the lakes to a non-profit corporation which will govern the use and maintenance thereof.

Section 23. Golf Course. Easements to permit the doing of every act necessary and proper to the playing of golf on the Golf Course adjacent to those lots which are subject to these restrictions are hereby granted and established. These acts shall include, but shall not be limited to, the recovery of golf balls from such Lots, the flight of golf balls over and upon such Lots, the use of necessary and usual equipment upon such Golf Course, the usual and common noise level created by the playing of the game of golf, together with all the other common and usual activity associated with the game of golf and with all the normal and usual activities associated with the operation of a Country Club. The Declarant shall have the right to prescribe in writing to the governing body charged with operating the Golf Course the manner and extent to which the rights under this easement shall be exercised. In addition, the Declarant may, in its sole discretion, limit or withdraw or prohibit certain of the acts authorized by this easement, and it may limit the manner or place of doing all or certain of the acts authorized by this easement.

ARTICLE II

ENVIRONMENTAL CONTROLS

Section 1. Topography and Vegetation. Topographic and vegetation Characteristics of a Residential Lot or Development Unit Parcel shall not be altered by removal, reduction, cutting,

excavation or any other means without the prior written approval of the Review Board. Written approval will be granted for the minimum amount of earth movement and vegetation reduction required in plans and specifications approved pursuant to the provisions of this Declaration.

Section 2. Tree Removal. No trees, bushes, or underbrush of any kind may be removed without the written approval of the Review Board. Approval for the removal of trees located within ten (10) feet of the main dwelling or accessory building or within ten (10) feet of the approved site for such building will be granted unless such removal will substantially decrease the beauty of the Property. Owner or Review Board reserves the right to have specimen trees preserved and to have site planning provided for their retention.

Section 3. Certain Controls. To implement effective and adequate erosion control and protect the beauty of the Property, the Owner, its successors, assigns (including but not limited to the Association), the Owner, its successors, assigns enter upon any property before or after a building or structure has been constructed thereon for the purpose of performing any grading or landscaping work or constructing and maintaining erosion prevention devices.

To implement effective insect, reptile and woods fire control, the Owner, its successors, assigns, and agents have the right to enter upon any property on which a building or structure has not been constructed and upon which no landscaping plan has been implemented for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds or other unsightly growth, removing draining standing water or dispensing pesticides.

Section 4. Erosion in Common Properties. The Owner, its successors and assigns shall have the right, but shall not be obligated, to protect all Common Properties from erosion, by planting trees, plants, and shrubs where and to the extent necessary or by such mechanical means as construction and maintenance of siltation basins, or other means deemed expedient or necessary by the Owner. The right is likewise reserved to the Owner to take steps necessary to provide and insure adequate drainage ways in Common Properties, to cut fire breaks, and to remove diseased, dead or dangerous trees and carry out other similar activities, the cost of which services is to be paid by assessments of the Property Owners in accordance with the provisions of Part Three of this Declaration.

RECORDED
VOL. 87 PG. 700
R.M.C.

PART THREE

LAKEWOOD LINKS PROPERTY OWNERS' ASSOCIATION

ARTICLE I

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Property Owner, including the Owner, shall be a Member of the Association, provided, however, that in the case of multiple ownership of any Residential Lot, Family Dwelling Unit or other properties in the Resort there shall be a maximum of one (1) Member. In the event of such multiple ownership of any kind, including by a partnership or corporation, the name of the Property Owner designated as Member shall be submitted to the Owner and/or the Association each year, not later than the first day of January of each year and only the designated Member shall be entitled to access to the Recreational Amenities as a Member of the Association. Remaining Property Owners shall be entitled to access only in accordance with rules and regulations established by the Owner, its successors and assigns, including the Association, for guests. If no designation of a Member is made by the multiple owners, all such Owners shall be required to pay such user fees as may be established by the Owner or Association.

Section 2. Voting Rights. The Association shall have two types of regular voting membership:

Class "A" - Class "A" Members shall be all those owners (including the Owner and Property Owners) of Residential Lots and any type of Family Dwelling Units, whether detached or attached. A Class "A" Member shall be entitled to one vote for each Family Dwelling Unit and/or Residential Lot which he owns, provided, however, a member casting a vote representing a Family Dwelling Unit owned by such Member shall not be entitled to cast an additional vote for the Residential Lot upon which said Family Dwelling Unit is situated.

Class "B" - Class "B" Members shall be all those owners of lands within the Property designated as Common Properties, or land reserved for future development ("Phase III"). A Class "B" Member shall be entitled to one vote for every one-half (1/2) acre of such lands which such Member owns, provided, however, that in computing the number of votes such Member shall have, the areas contained in such property shall be rounded to the nearest 0.25 acre.

RECORDED VOL 4 PG 1401
MTER COUNTY, S.C.

In addition to the Classes "A" and "B" regular voting Memberships described hereinabove, there shall be allowed with respect to each class, a Special Voting Membership for the Owner under the following circumstances:

So long as the Owner retains ownership of any Residential Lots or Development Unit Parcels on the Property, the Owner shall be allowed a Special Voting Membership with respect to each class by which he shall be entitled to the same number of votes in each of Class "A" and Class "B" as cumulatively held by all Members of each Class respectively (including itself), plus one. This provision, without further reference herein, shall be self-operative and its applicability determined, for any purposes, by reference to the Annual Statement for the preceding year, or years, required by this Declaration.

When any property entitling the Property Owner to membership as a Class "A" or "B" Member of the Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Association, or unless the name of the designated Member has been submitted as approved in Section 1 above, their acts with respect to voting shall have the following effect:

(a) If only one votes, in person or by proxy, his act binds all;

(b) If more than one votes, in person or by proxy, the act of the majority so voting binds all;

(c) If more than one votes, in person or by proxy, but the vote is evenly split on any particular matter, each fraction shall be entitled its proportionate share of the vote or votes;

(d) If the instrument or order so filed shows that any such tenancy is held in unequal interest, a majority or even split for purposes of this paragraph shall me a majority or even split in interest; and

(e) The principles of this paragraph shall apply, insofar as possible, to execution of proxies, waivers, consents or objections and for the purpose of ascertaining the presence of a quorum.

RECORDED
VOL 487 PG 1023
SUMTER COUNTY, S.C.

The voting rights of any Member may be assigned by said Member to his lessee who has entered into a lease with a term of two (2) years or more; provided, however, that the owner may not assign to such lessee any vote or votes not attributable to the property actually leased by such lessee. The Class "A" and "B" Members are sometimes hereinafter collectively referred to as the "Members."

Section 3. Board of Directors. The Association shall be governed by a Board of Directors consisting of three (3), five (5), seven (7), or nine (9) members. Initially, the Board shall consist of three (3) members, with the number in subsequent years to be determined by the members of the Board of Directors as provided for in the By-Laws of the Association. Each member of each Membership class shall be entitled to as many votes as equals the number of votes he is ordinarily entitled to, based on his ownership of one or more of the various classifications of property as computed by the formula set out hereinabove in Section 2, multiplied by the number of directors to be elected, and may cast all of such votes for any one director or may distribute them among the number to be voted for, or any two or more of them, as he may see fit, provided, however, that all votes must be cast in whole numbers and not fractions thereof. This right, when exercised, is termed "cumulative voting." Members are divided into classes for the sole purpose of computing voting rights and shall, in no event, vote as a class.

Section 4. Members to Have Power of Referendum in Certain Instances. Where specifically provided for herein, the Members, or some specific portion thereof, shall have the power to approve or reject certain actions proposed to be taken by the Association by Referendum including the levy by the Association of any Special Assessment, and the addition or deletion of functions or services which the Association is authorized to perform. In the event fifty-one (51%) percent, or more, of the votes actually returned to the Association within the specified time shall be in favor of such action, the Referendum shall be deemed to "pass" and the action voted upon will be deemed to have been authorized by the Members; provided, however, that if a higher percentage vote required to "pass" shall be specifically expressed herein, that higher percentage vote required to "pass" shall be specifically expressed herein, that higher percentage shall control in that instance. The Board of Directors may not undertake any action requiring a Referendum without complying with the provisions therefor.

In the event of a dispute as to whether a Referendum is required, the following action may be taken:

Within thirty (30) days after the adoption by the Directors of any action which is, in the opinion of the Members, subject to a Referendum, a petition signed by not less than

RECORDED 481 PG. 1903
...MTER COUNTY, N.M.

twenty-five (25%) percent of the total Membership of the Association may be filed with the Secretary of the Association requesting that any such action be either repealed or submitted to a vote of the Members.

Regarding any issue, except those expressly provided for otherwise in this Declaration, which involves Special Assessments, extra-ordinary expenditures, or commitments by the Association that principally benefit the Owner, to the exclusion of other Property Owners, there shall be a Referendum in which the Owner shall not be permitted to cast his Special Voting Membership votes, as hereinabove described, but shall be limited to the votes allotted him under Classes "A" and "B" designations.

Section 5. Quorum Required for any Action Authorized at Regular or Special Meetings of the Association. The quorum required for any action which is subject to a vote of the Members at an open meeting of the Association (as distinguished from the Referendum) shall be as follows:

The first time a meeting of the Members of the Association is called to vote on a particular action proposed to be taken by the Association, the presence at the meeting of Members or proxies entitled to cast sixty (60%) percent of the total vote of the Membership shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such meeting shall be the presence of Members or proxies entitled to cast twenty-five (25%) percent of the total vote of the Membership of the Association. In the event the required quorum is not forthcoming at the second meeting, a third meeting may be called subject to the giving of proper notice and there shall be no quorum requirement for such third meeting. Unless otherwise provided, any reference hereafter to "votes cast at a duly called meeting" shall be construed to be subject to the quorum requirements established by this Article III, Section 5, and any other requirements of such "duly called meeting" shall be construed to be subject to the quorum requirements established by this Article III, Section 5, and any other requirements for such "duly called meeting" which may be established by the By-Laws of the Association. This provision shall not apply when the proposed action is the amendment of this Declaration and the quorum requirement established by Part Four, Article II shall govern in that instance. For the purpose of this Section, "proper notice" shall be deemed to be given when given each Member not less than thirty (30) days prior to the date of the meeting at which any proposed action is to be considered.

RECORDED
VOL 487 PG 1224
SUMTER COUNTY, R.M.C.

Section 6. Proxies. All Members may vote and transact business at any meeting of the Association by proxy authorized in writing, provided, however, that proxies shall not be required for any action which is subject to a Referendum, in which case the votes of all the Members polled shall be made by specially provided ballots mailed to the Association.

ARTICLE II

COMMON PROPERTIES

Section 1. Common Properties. Subject to the provisions of these Covenants, the rules and regulations of the Association, and any charges established by the Association, every Class "A" Member shall have a right and easement of enjoyment in and to any property now or hereafter designated "Common Properties" pursuant to this Declaration and such easement shall be appurtenant to and shall pass with the title of every Residential Lot or Family Dwelling Unit, provided, however, that the privilege to use and enjoy the Common Properties may be denied to or withdrawn from such Member for violation of this Declaration, including the obligation to pay assessments when due. Area reserved for Recreational Amenities shall be conveyed to the Association as Common Properties upon the sale of ninety (90%) percent of the Residential Lots in the Resort but not later than December 31, 1999.

Section 2. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to assume and pay any liens or encumbrances against the Common Property at the time of conveyance.

(b) The right of the Owner, its successors and assigns, or the Association by its Board of Directors, to dedicate or transfer to any public or private utility, utility easements on any part of the Common Properties.

(c) The right and easement of enjoyment to the Common Properties shall be limited to the Member and his or her spouse, children (under 18) permanently residing with the Member.

Section 3. The Owner covenants for itself, its successors and assigns, that, upon the sale of ninety (90%) percent of the Residential Lots in the Resort, but not later than December 31, 1999, it shall convey to the Association by deed, 99-year lease, or other instrument sufficient to convey to the Association the

full beneficial use for at least ninety-nine (99) years, those properties to be designated as "Common Properties" including the properties listed in Section 4 of this Part Three, Article II.

The lakes, excluding golf course lakes, shown on the Owners Master Plan will be for the exclusive use of the owners of the lots bordering said lakes. The owners will convey the lakes to a non-profit corporation which will govern the use and maintenance thereof with restrictions as described in Part Four, Article I.

Section 4. The conveyance listed below shall be subject to all the restrictions and limitations of the various Articles of this Declaration, and any other restrictions and limitations of record:

As Common Properties. There shall be conveyed to the Association without charge by the Owner properties sufficient enough in size to accommodate a pool and tennis court(s).

ARTICLE III

MAINTENANCE AND RECREATIONAL ASSESSMENTS

Section 1. Payment of Assessments to Owner. Notwithstanding any provision hereinafter contained, until such time as the Owner has conveyed substantially all of the Common Properties, including the area reserved for Recreational Amenities, roadways, and maintenance facilities related to these properties, the assessments described in this Declaration shall be due and payable to the Owner, its successors or assigns and all rights hereby established on behalf of the Association, including the lien remedies, shall accrue to the benefit of the Owner.

While Ownership of such Common Properties is retained by the Owner, all funds necessary for the management, operation and maintenance of the properties which, upon conveyance to the Association, shall become Common Property, including the area reserved for Recreational Amenities, shall be derived from the assessments levied hereunder and any applicable user charges, annual user dues, security fees or maintenance fees.

Section 2. Creation of the Lien and Personal Obligations of Assessments. Each owner of any Residential Lot, Family Dwelling Unit, Development Unit Parcel, or Unsubdivided Land, whether or not it shall be so expressed in any such deed or other conveyance, agree to all terms and provisions of this Declaration and to pay to the Owner and, subsequently to the Association:

(1) Annual assessments or charges; and

RECORDED
VOL U 81 PG 196
S. MTG. COUNTY R.M.C.

(2) Special assessments or charges for the purposes set forth in this Article, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The Annual and Special Assessments together with such interest thereon and costs of collection therefor as hereinafter provided shall be a charge and continuing lien on the real property and improvements thereon against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall also be the personal obligation of the person who was the owner of such real property at the time when the assessment first become due and payable. In the case of co-ownership of a Residential Lot, Family Dwelling Unit, Development Unit Parcel, or any unsubdivided Land, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.

Section 3. Purpose of Assessments. The annual assessments levied hereunder shall be used exclusively for the improvement, maintenance management, enhancement, enlargement and operation of the areas reserved for Recreational Amenities (which ultimately shall be Common Properties), security system, insect control, vegetation control, drainage systems, Recreational Amenities, and for Common Properties, and to provide services which the Owner or Association is authorized to provide. In carrying out these duties, the Owner or Association may make payment of taxes and insurance thereon, make improvements on Common Properties, pay the cost of labor, equipment, materials, management, supervision, accounting, and Member information services, maintain offices and equipment, repay any loans made to the Owner or the Association, and take such other action as is necessary to carry out its authorized functions.

In the case of annual operation of Common Properties, upon conveyance to the Association all funds necessary for such operation need not be derived from the assessments levied by the Association, but rather may be derived from user charges and annual user dues for the particular facility as determined by the Association. Such user charges and user dues shall be in addition to and not in lieu of any other assessments herein provided for.

Section 4. Amount of Assessment. The annual assessment in the amount of $50 per Residential Lot shall be levied by the Owner of the Association commencing January 1, 1989. Assessments shall be pro-rated in the year in which a Residential Lot is conveyed to a purchaser by the Owner.

The developer reserves the right to subject the real property herein to a contract with Black River Electric Cooperative or Carolina Power & Light for the installation of underground

Y 81 1907
SCOTT COUNTY, P.M.C.

electric cables and/or the installation of street lighting, either both of which may require an initial payment and/or continuing monthly payments to Black River Electric Cooperative by the owner of said property herein described.

Property shall not be classified for purposes of these covenants and these Annual Assessments as a Residential Lot until conveyed to the purchaser by the Owner.

From and after January 1, 1989, the annual assessment may be increased each year by the Owner or Board of Directors of the Association after the Common Properties are conveyed to the Association, by any amount not in excess of five (5%) percent per year, or the percentage increase between the first month and the last month of an annual assessment period in the Consumer Price Index, U.S. City Average, All Items (1967=100) (hereinafter "C.P.I.") issued by the U.S. City Average, Labor Statistics in its monthly report entitled "The Consumer Price Index, U.S. City Average and Selected Areas" whichever of these two percentage figures is larger. After conveyance of the Common Properties to the Association, three-fourths (3/4) of the votes cast at a duly called meeting of the Association, subject to the quorum requirement established by Part Three, Article I, Section 2 hereof, may vote against such increase or vote to increase said annual assessment by a greater amount or to decrease the annual assessment. In the event that the C.P.I. referred to above shall be discontinued, then there shall be used the most similar index published by the United States Government that may be procured indicating changes in the cost of living.

Section 5. Special Assessments for Improvements and Additions. In addition to the annual regular assessments authorized by Section 3 hereof, the Association, when it has been conveyed the Common Properties by the Owner, may levy special assessments, for the purpose of construction or reconstruction, repair or replacement of capital improvements upon the Common Properties, including the necessary fixtures and person property related thereto, or to provide for the necessary facilities and equipment to offer the services authorized herein, and to repay any loan made to the Association to enable it to perform the duties and functions authorized herein provided that such assessment shall have received the assent of a majority of the votes of the Members responding to a mail Referendum within thirty (30) days of mailing, with such mail Referendum to include a statement prepared by the Directors of the Association favoring such assessments stating the reasons therefor, together with a statement prepared by the Directors dissenting from such assessment provided, however, that neither of such statements may exceed a maximum length of five pages on each proposed assessment. This provision shall be interpreted to mean that the Association may make, in any one year, an annual assessment plus an additional special assessment.

4 81 1908
COUNTY, P.M.

The Owner or the Association may establish reserve funds equal to ten (10%) percent of its receipts from its regular annual assessments to be held in reserve in an interest drawing account or investments as a reserve for (a) major rehabilitation or major repairs, and (b) for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss.

Section 6. Quorum for any Action Authorized Under this Article. The quorum required for any action authorized to be taken by the Association Members under this Article shall be as follows:

The first time any meeting of the members of the Association if called to take action under this Article, the presence at the meeting of Members or proxies entitled to cast sixty (60%) percent of the total vote of the Membership, shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such subsequent meeting shall be the presence of Members or proxies entitled to cash twenty-five (25%) percent of the total vote of the membership of the Association.

Section 7. Date of Commencement and Proration of Annual Assessments. Due Date. Notwithstanding anything in the foregoing to the contrary, the annual assessments provided for herein shall commence no earlier than January 1, 1989.

The first annual assessment shall be made for the calendar year and shall become due and payable thirty (30) days after the day fixed for the commencement. The Owner or Board of Directors of the Association, after it has been conveyed the Common Properties, shall have the power to change the date upon which annual payment of annual assessments, i.e., lump sum, monthly installment, etc., provided, however, that the annual assessment shall be due and payable at least annually.

Section 8. Duties of the Board of Directors. The Owner, initially and thereafter the Board of Directors of the Association shall fix the amount of the assessment against each Residential Lot, Family Dwelling Unit, Development Unit Parcel, or Unsubdivided Land, and shall, at that time, direct the preparation of an index of the properties and assessments applicable thereto which shall be kept in the office of the Association and which shall be open to inspection by any Property Owner. Written notice of assessment shall thereupon be sent to every Property Owner subject thereto.

4/81 RECORDED PG 1916
COUNTY, P.

The Association shall, upon demand at any time, furnish to any Property Owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence against all but the Property Owner of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Property Owner; the Lien; Remedies of Association. If the assessment is not paid on or before the past-due date specified in Section 8 hereof, then such assessment shall become delinquent and shall, together with interest thereon at the rate of twelve (12%) percent per annum from the due date and cost of collection thereof as hereinafter provided, thereupon become a charge and continuing lien on the land and all improvements thereon, against which each such assessment is made, in the hands of the Property Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the Property Owner at the time when the assessment first become due and payable to pay such assessment, however, shall remain his personal obligation and shall not pass as a personal obligation days after receipt of such request. Such copy may be furnished to the Member either in person or by mail. Prior to such time as the Association assumes the aforesaid obligation, the Owner shall not be required to provide the aforesaid statement to the Property Owners.

ARTICLE VI

FUNCTIONS OF ASSOCIATION

Section 1. Ownership and Maintenance of Common Properties. The Association shall be authorized to own and maintain Common Properties and equipment, furnishings, and improvements devoted to the following uses:

(a) for providing any of the services which the Association is authorized to offer under Section 3 of this Article; and

(b) for swimming pool, tennis facilities, fishing facilities, and other recreational facilities of any nature.

Section 2. Ownership and Maintenance of Common Properties. The Association shall be authorized to construct, own and maintain the Recreational Amenities within the Resort. The Association shall be authorized to require the payment of user fees, annual user dues, or initiation charges.

Section 3. Services. The Association shall be authorized but not required to provide the following services:

(a) clean-up, maintenance, landscaping, and lighting of all roads, parkways, lagoons, within the Property and also all public properties which are located within or in a reasonable proximity to the Property such that their deterioration would affect the appearance of the Property as a whole;

(b) transportation facilities other than privately owned automobiles, paid for by special assessment as provided for herein;

(c) garbage and trash collection and disposal;

(d) insect and pest control to the extent that it is necessary or desirable in the judgment of the Board of Directors of the Association to supplement the service provided by the State and local governments;

(e) the services necessary or desirable in the judgment of the Board of Directors of the Association to carry out the Association's obligations and business under the terms of this Declaration;

(f) to take any and all actions necessary to enforce all covenants and restrictions affecting the Property and to perform any of the functions or services delegated to the Association in any covenants or restrictions applicable to the Property;

(g) to set up and operate the Review Board as hereinabove provided;

(h) to conduct recreation, sport, craft, and cultural programs of interest to Members, their children and guests;

(i) to provide safety equipment for storm emergencies;

(j) to monitor and support the operation of transportation services between key points of the Property and the airports, other public transportation terminals, schools, and public center serving the area surrounding the Property by the collection of user fees for the use thereof;

(k) to provide administrative services including but not limited to: legal; accounting and financial; and communication services informing Members of activities, Notice of Meetings, Referendums, etc., incident to the above listed services;

(l) to provide liability and hazard insurance covering improvements and activities on the Common Properties, independently or in collaboration with the Owner; and

(m) to construct, maintain, operate and govern the Recreation Amenities on the Property once they are conveyed to the Association including the promulgation of Rules and Regulations for the administration thereof. Prior to conveyance the Owner shall have the sole responsibility to promulgate the said Rules and Regulations.

Section 4. Obligation of the Association. The Association shall not be obligated to carry out or offer any of the functions and services specified or implied in this Declaration. The functions and services to be carried out or offered by the Association at any particular time shall be determined by the Board of Directors of the Association taking into consideration the funds available to the Association and the needs of the Members. Special assessments shall be submitted for Referendum as herein provided. The functions and services which the Association is authorized to provide may be added or reduced at any time upon the affirmative vote of fifty-one (51%) percent or more of those voting in a Referendum conducted by the Board of Directors under the same procedures as for a special assessment.

Section 5. Mortgage and Pledge. The Board of Directors of the Association shall have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association which loans shall be used by the Association only in performing its authorized functions.

VOL 487 RECORDED 1912

PART FOUR

SPECIAL RESTRICTIONS AFFECTING
COMMON PROPERTIES AND WATER FRONT AREAS

ARTICLE I

COMMON PROPERTIES AND WATERFRONT AREAS

Section 1. Trust Property. The Owner covenants and agrees to convey propertie(s) to the Association Common Properties on which the Association may contract tennis court(s) and pool.

Section 2. Water Front Lakes. The lakes, excluding golf course lakes, shown on the Owners Master Plan will be for the exclusive use of the owners of the lots bordering said lakes. The owners will convey the lakes to a non-profit corporation which will govern the use and maintenance thereof with restrictions as described in Part Four, Article I.

Section 3. Docks. Owners of lots fronting on the property described in Section 1 above, to be conveyed, may erect docks upon complying with the following terms and conditions of which the non-profit corporation must comply:

(a) Complete plans and specifications including site, color or finish must be submitted to the Review Board in writing;

(b) Written approval of the Review Board to such plans and specifications must be secured, the Review Board reserving the right in its uncontrolled discretion to disapprove such plans and specifications on any grounds, including purely aesthetic reasons; and

(c) Compliance with all governmental regulations, laws and ordinances.

Any alterations of the plans and specifications or of the completed structure must also be submitted to the Review Board in writing and the Review Board's approval in writing must be similarly secured prior to construction, the Review Board reserving the same rights to disapprove alterations as it retains for disapproving the original structures.

Section 4. Maintenance of Docks. All Property Owners who construct or cause to be constructed said docks must maintain said structures in good repair and keep the same safe, clean and orderly in appearance at all times, and further agree to paint or otherwise treat with preservatives all wood or metal located above the high water mark, exclusive of pilings, and to maintain

such paint or preservatives in an attractive manner. The Owner shall be the judge as to whether the docks are safe, clean, orderly in appearance, and properly painted or preserved in accordance with reasonable standards, and where the Owner notifies the particular Property Owner in writing that said dock fails to meet acceptable standards, said Property Owner shall thereupon remedy such conditions within thirty (30) days to the satisfaction of the Owner, and that failing to so remedy such conditions, the Property Owners hereby covenant and agree that the Owner may make the necessary repairs, but is not obligated to make such repairs or take such actions as will bring said dock up to acceptable standards, all such repairs and actions to be at the expense, solely, of the lot owner in question.

Section 4. Trespass. Whenever the Owner is permitted by these covenants to correct, repair, clean, preserve, clear out or do any action on the property of any taking such action shall not be deemed a trespass.

RECORDED
VOL 458 PG 1414

PART FIVE

GENERAL PROVISIONS

ARTICLE I

DURATION

Section 1. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Owner, or any Property Owner, their respective legal representatives, heirs, successors, and assigns, for a period of twenty-five (25) years from the date this Declaration is recorded. Upon the expiration of said twenty-five (25) year period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if, during the last year of the initial twenty-five (25) year period, three-fourths (3/4) of the votes cast at a duly held meeting of the Association vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such a proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given each Member at least thirty (30) days in advance of said meeting. In the event that the Association votes to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast against such resolution. Said certificate shall be recorded in the official real estate records for Sumter County, South Carolina, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

VOL 487 PG 1715
SUMTER

ARTICLE II

AMENDMENTS

Section 1. The Owner specifically reserves to himself, his heirs and assigns, the right to amend this Declaration, or any portion thereof, on its own motion, from the date hereof until January 1, 1990, so long as the voting power of existing Members is not diluted thereby, nor the amounts of assessments of such existing Members raised or changed in any manner which would adversely affect such Members, after which time the procedure for amendment shall be as follows: All proposed amendments shall be submitted to a vote of the Members at a duly called meeting of the Association and any such proposed amendment shall be deemed approved if three-fourths (3/4) of the votes cast at such meeting at which such proposed amendment is to be considered are in favor of the amendment. If any proposed amendment to this Declaration is approved by the members as set forth above, the President and Secretary of the Association shall execute an Addendum to this Declaration which shall forth the amendment, the effective date of the amendment (which in no event shall be less than sixty (60) days after the date of the meeting of the Association at which such amendment was adopted), the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes cast against the amendment. Such Addendum shall be recorded in the official real estate records of Sumter County, South Carolina.

The quorum required for any action authorized to be taken by the Association under this Section 1 shall be as follows:

Section 2. The first time any meeting of the Members of the Association is called to take action under this Article, the presence at the meeting of the Members or proxies entitled to cast sixty (60%) percent of the total vote of the Membership shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such subsequent meeting shall be the presence of Members or proxies entitled to cast fifty (50%) percent of the total vote of the Association.

ARTICLE III

NOTICES

Section 1. Any notice required to be sent to any Member or Property Owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed, to the last known

address of the person or entity who appears as owner in the public records of Sumter County, South Carolina, on the first day of the calendar month in which said notice is mailed.

Section 2. Notice to one of two or more co-owners of a Residential Lot, Family Dwelling Unit or Development Unit Parcel shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address.

Section 3. Any person who becomes an owner and Member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

ARTICLE IV

ENFORCEMENT, SEVERABILITY AND INTERPRETATION

Section 1. Who May Enforce Generally. In the event of a violation or breach of any of the affirmative obligations or restrictions contained in this Declaration by any Property Owner or agent of such Property, the Owner or any other Property Owners or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event.

Section 2. Enforcement by the Association. In addition to the foregoing, the Association shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. The Association may engage a person or persons to respond to complaints received as to violations of the covenants and shall inform the violators of such complaint. If the violation is not expeditiously terminated, the Owner or Association may engage legal counsel to bring an appropriate injunctive action, including any appeals, to enforce these covenants. Violators shall be obligated to reimburse the Association in full for all its direct and indirect costs, including but not limited to legal fees incurred by the Association in maintaining compliance with these covenants.

Section 3. Enforcement by the Owner. In addition to the foregoing, the Owner shall have the right, but shall not be obligated, to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. Violators shall be obligated to reimburse the Association and/or the Owner in full for all its direct and indirect costs, including but not limited to legal fees incurred in maintaining compliance with these covenants.

Section 4. Against Whom May the Covenants Be Enforced. The obligations and benefits prescribed by the covenants shall run with the Property and shall be enforceable against the Owner, its successors and assigns, the Lakewood Links Property Owners' Association, and against any Property Owner or other person whose activities bear a relation the the Property when the aforesaid parties engaged in activities (including omissions and failures to act) which constitute violations or attempts to violate or circumvent the covenants and restrictions set forth in this Declaration.

Section 5. Means of Enforcement. Enforcement of these Covenants shall be by any proceeding at law or in equity, whether it be to restrain violation or to recover damages or to create any lien created by these Covenants.

Section 6. Severability. Should any covenants or restriction herein contained, or any Part, Article, Section, paragraph, sentence, clause, phrase or term in this Declaration be declared to be void, invalid,illegal, or unenforceable for any reason by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgement shall in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 7. Interpretation. In all cases, the provisions of this Declaration shall be given that interpretation of construction which will best tend toward the consummation of the general plan of development of the Property. The provisions of these covenants shall be given full force and effect notwithstanding the existing of any zoning ordinance which allows a less restricted use of the Property.

Section 8. Authorized Action. All action which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board of Directors of the Association in the manner provided for in the By-Laws of the Association, unless the terms of this instrument provided otherwise.

Section 9. Trespass. Whenever the Association, and/or the Owner are permitted by these Covenants to correct, repair, clean, preserve, clear out or do any action on any property or on the easement areas adjacent thereto, entering the property and taking such action shall not be deemed a trespass.

481 - 1918
SUMTER

ARTICLE V

TERMINATION OF ASSOCIATION

Section 1. In the event that this Declaration be declared to be void, invalid, illegal, or unenforceable in its entirety, or in such a significant manner that the Association is not able to function substantially as contemplated by the terms hereof, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, and such adjudication occurs within ten (10) years of the date of recording this Declaration, all Common Properties belonging to the Association at the time of such adjudication shall revert to the Owner.

Section 2. The Owner shall own and operate said Common Properties as Trustee for use and benefit of owners of Residential Lots, Family Dwelling Units, and Development Unit Parcels within the Property, subject to the conditions and easements as set forth herein.

Section 3. If said adjudication shall occur on a date more than ten (10) years after the date of recording of this Declaration, or if the Members of the Association should vote not to renew and extend this Declaration as provided for herein, all Common Properties owned by the Association at such time shall be transferred to a Trustee appointed by the appropriate court of Sumter County, South Carolina, which Trustee shall own and operate said land for use and benefit of owners within the Property as set forth herein.

(a) Each lot or parcel of land located within the Property shall be subject to an annual assessment which shall be paid by the owner of each such lot or parcel to the Owner or Trustee, whichever becomes the successor in title to the Association. The amount of such annual assessment and its due date shall be determined solely by the Owner or the Trustee, as the case may be, but the amount of such annual assessment, on any particular lot or parcel, shall not exceed the amount actually assessed against that lot or parcel in the last year that assessments were levied by the Association, subject to the adjustments set forth in paragraph (b) below.

(b) The amount of the minimum and maximum annual assessment which may be charged by the Owner or Trustee hereunder on any particular lot or parcel shall be automatically increased each year by either five (5%) percent or the percentage increase between the first month and the last month of the annual assessment period in the Consumer Price Index, U.S. City Average, All Items

VOL 484 PG 1919
RECORDED
SUMTER COUNTY

(1967=100) (hereafter "C.P.I.") issued by the U.S. Bureau of Labor Statistics in its monthly report entitled "The Consumer Price Index, U.S. City Average and Selected Areas," whichever of these two percentage figures is larger. If the C.P.I. is discontinued, then there shall be used the most similar index published by the United States Government that may be procured.

(c) Any past due annual assessment together with interest thereon at a rate of twelve (12%) percent per annum from the due date and all costs of collection including reasonable attorney's fees shall be a personal obligation of the Property Owner at the time the annual assessment became past due, and it shall also constitute and become a charge and continuing lien on the lot or parcel of land and all improvements thereon, against which the assessment has been made, in the hands of the then owner, his heirs, devisees, personal representatives and assigns.

(d) The Owner or the Trustee, as the case may be, shall be required to use the funds collected as annual assessments for the operation, maintenance, repair and upkeep of the Common Properties. The Owner or Trustee may charge, as part of the cost of such functions, the reasonable value of its services in carrying out the duties herein provided for. Neither the Owner nor the Trustee shall have the obligation to provide for operation, maintenance, repair and upkeep of the Open Space or Common Properties, once the funds provided by the annual assessment have been exhausted.

(e) The Owner shall have the right to convey title to the Common Properties and to assign his rights and duties hereunder, provided that the transferee accepts such properties subject to the limitations and uses imposed hereby and affirmatively acknowledges its acceptance of the duties imposed hereby.

(f) The Trustee shall have the power to dispose of the Common Properties free and clear of the limitations imposed hereby; provided, however, that such disposition shall first be approved in writing by fifty-one (51%) percent of the Property Owners, or in the alternative, shall be found to be in the best interest of the Property Owners by the appropriate court of Sumter County, South Carolina. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Properties, then for the payment of any obligations incurred by the Trustee in the operation, maintenance, repair

and upkeep of such properties, then for the payment of any obligations distributed among the owners of property within the Property, exclusive of the Trustees, in a proportion equal to the portion that the maximum annual assessment of property owned by a particular owner bears to the total maximum annual assessments for all property located within the Property.

Dated this 28th day of Dec., 1988.

WITNESSES:

Lottie B. Jackson

Hattie W. Colom

OWNER:

LAKEWOOD LINKS ASSOCIATES, a South Carolina General Partnership

By: Harold A. Sigmon
Harold A. Sigmon,
Managing General Partner

STATE OF SOUTH CAROLINA)
)
COUNTY OF SUMTER)

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named Lakewood Links Associates, a South Carolina General Partnership, by Harold A. Sigmon, its Managing General Partner, sign, seal and as its act and deed deliver the foregoing Declaration of Covenants and Restrictions, and that (s)he, together with the other witness whose name appears as a witness, witnessed the execution thereof.

Lottie B. Jackson

SWORN to and subscribed before me,
this 28th day of Dec., 1988.

Hattie W. Colom
Notary Public for South Carolina
My Commission expires:_____

42

EXHIBIT "A"

All those certain pieces, parcels or lots of land, lying, being and situate in Privateer Township, Sumter County, State of South Carolina, described as follows:

A. Lots 228 and 229 of "Lakewood Subdivision", Section 4, shown on that certain plat of Joseph R. Edwards, R.L.S., dated January 3, 1980, recorded in the Office of the Register of Mesne Conveyances for Sumter County in Plat Book Z-45, page 104.

B. Lot 9 of "Lakewood Subdivision", Section 30, shown on that certain plat of Joseph R. Edwards, R.L.S., dated July 16, 1980, recorded in the Office of the Register of Mesne Conveyances for Sumter County in Plat Book Z-44, page 289.

C. Lot 21 of "Lakewood Subdivision", Section 30, shown on that certain plat of Joseph R. Edwards, R.L.S., dated February 26, 1981, recorded in the Office of the Register of Mesne Conveyances for Sumter County in Plat Book Z-45, page 363.

D. Lot No. 189, plat of "Lakewood Subdivision", Section 3, made by Joseph R. Edwards, R.L.S., dated March 16, 1979, and recorded in the Office of the Register of Mesne Conveyances for Sumter County in Plat Book Z-43, page 124.

E. All those certain lots Nos. 1 through 70, 81, 82, 187 through 209, 239, 61A, 62A and 63A on that certain plat of "Lakewood Links", Phase I, prepared by Carl J. Croft, R.L.S., dated September 28, 1988, recorded in the Office of the Register of Mesne Conveyances for Sumter County in Plat Book 88, page 1292.

DEC 29 1988 AT 4:44 PM
RECORDED IN BK. 491 PG. 904
HARRY E. JOHNSON
REGISTER OF MESNE CONVEYANCES
SUMTER, S.C.

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VOL 511 PG 241
SUMTER COUNTY, S.C.

E OF SOUTH CAROLINA)
SUMTER S.C.
COUNTY OF SUMTER)

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

PURSUANT to Article II, Section 2(a), of those certain Restrictive Covenants recorded in the Office of the RMC for Sumter County in Deed Book 481, at page 1879, said covenants are extended to include the following described property:

> "All those certain lots of land in Phase I, First Addition, "Lakewood Links" Subdivision, shown and designated as Lots 64A thru 67A on that certain plat of Croft Engineering dated July 12, 1990 and filed for record in Plat Book 90, at page 927.

IN WITNESS WHEREOF, the undersigned has set its Hand and Seal this 1st day of August, 1990.

IN THE PRESENCE OF:

LAKEWOOD LINKS ASSOCIATES, A SOUTH CAROLINA GENERAL PARTNERSHIP

BY: Harold A. Sigmon
HAROLD A. SIGMON
ITS: MANAGING PARTNER

STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER)

PROBATE

PERSONALLY appeared before me the undersigned witness who, being duly sworn deposes and says that (s)he saw the within named Lakewood Links Associates, a South Carolina General Partnership, by Harold A. Sigmon, its Managing Partner, sign, seal and as its act and deed, deliver the within written instrument, and that deponent with the other witness named above, witnessed the execution thereof.

SWORN to before me this
1st day of August, 1990.
(LS)
NOTARY PUBLIC FOR S. C.
MY COMMISSION EXPIRES: 10-5-93

FILING FEE 10.00
TOTAL 10.00

EXHIBIT "A"

All those certain pieces, parcels or lots of land, lying, being and situate in Privateer Township, Sumter County, State of South Carolina, described as follows:

A. Lots 228 and 229 of "Lakewood Subdivision", Section 4, shown on that certain plat of Joseph R. Edwards, R.L.S., dated January 3, 1980, recorded in the Office of the Register of Mesne Conveyances for Sumter County in Plat Book Z-45, page 104.

B. Lot 9 of "Lakewood Subdivision", Section 30, shown on that certain plat of Joseph R. Edwards, R.L.S., dated July 16, 1980, recorded in the Office of the Register of Mesne Conveyances for Sumter County in Plat Book Z-44, page 289.

C. Lot 21 of "Lakewood Subdivision", Section 30, shown on that certain plat of Joseph R. Edwards, R.L.S., dated February 26, 1981, recorded in the Office of the Register of Mesne Conveyances for Sumter County in Plat Book Z-45, page 363.

D. Lot No. 189, plat of "Lakewood Subdivision", Section 3, made by Joseph R. Edwards, R.L.S., dated March 16, 1979, and recorded in the Office of the Register of Mesne Conveyances for Sumter County in Plat Book Z-43, page 124.

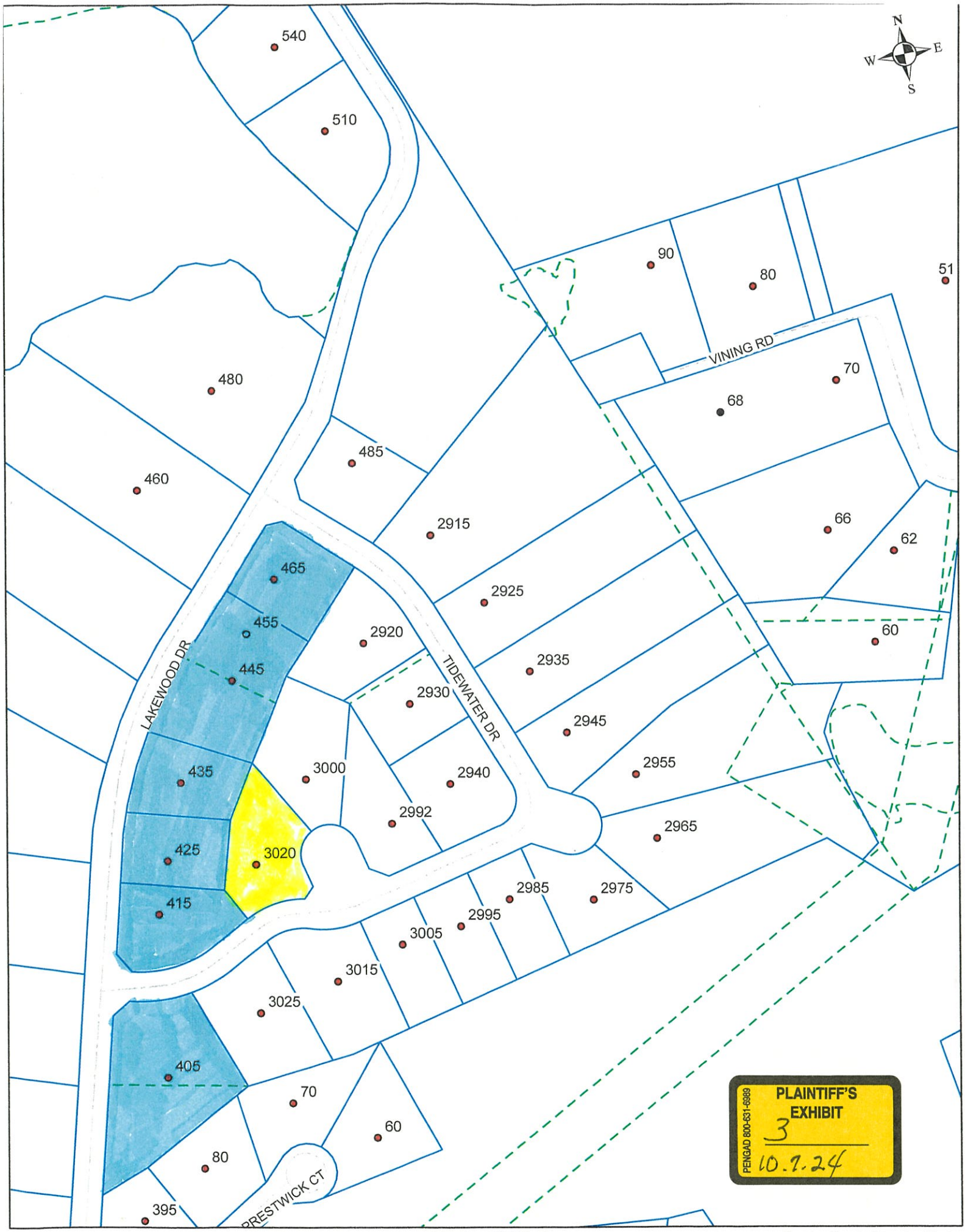
E. All those certain lots Nos. 1 through 70, 81, 82, 187 through 209, 239, 61A, 62A and 63A on that certain plat of "Lakewood Links", Phase I, prepared by Carl J. Croft, R.L.S., dated September 28, 1988, recorded in the Office of the Register of Mesne Conveyances for Sumter County in Plat Book 88, page 1292.

DEC 29 1988 AT 4:44 PM
RECORDED: VOL. 491 PG. 197
HARRY D. JOHNSON
REGISTER OF MESNE CONVEYANCES
SUMTER, S.C.

CHART OF JOSEY CHAIN OF TITLE

INDEX	DATE	DEED REFERENCE	GRANTOR	GRANTEE	DEED REFERENCE TO COVENANTS
1	01-13-21	1279 @ 1851	April Josey	April & Jason Josey	Yes
2	01-11-21	1279 @ 1210	McCormick	April Josey	Yes
3	12-17-09	1133 @ 2073	Showcase Properties, LLC	McCormick	No
4	10-13-08	1113 @ 2876	McCormick	Showcase Properties, LLC	Yes
5	08-21-08	1111 @ 588	Staton	McCormick	Yes
6	07-31-06	1038 @ 1204	Booth, Master in Equity	McCormick and Staton	No
7	02-27-02	833 @ 1885	Donald Morris Const.	Parker	Yes
8	05-25-01	804 @ 1177	Vander Least	Donald Morris Const.	Yes
9	07-11-97	679 @ 1295	Plowden Holding, Inc.	Vander Least	Yes (481 @ 1879)
10	07-01-96	651 @ 322	Plowden Const., Inc.	Plowden Holding, Inc.	No
11	06-14-91	527 @ 381	Reynolds, Master in Equity	Plowden Const. Co., Inc.	No
	12-29-88	481 @ 1879	RESTRICTIVE COVENANTS		




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TIDEWATER DR
LAKEWOOD DR
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3015
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PRESTWICK CT
PLAINTIFF'S EXHIBIT
3
10.1.24
PENGAD 800-631-6989
1 inch = 200 feet
Sumter County Mapping Dept.

PROPERTY OWNER'S ASSOCIATION
ARCHITECTURAL REVIEW
1999 THROUGH 2000

ADDRESS	YEAR OF ACTION	ACTION
3030 LaCosta Ct.	1999	5' brick fence approved
2915 Tidewater Drive	2000	6' wooden, privacy fence in back yard approved.
3265 Greenview Pkwy	2000	White picket fence in back yard approved as modified.
2981 Waverly Drive	2000	Build garage and extension of brick wall approved.
100 Banff Springs	2000	4' to 5' privacy fence in back yard
935 Murfield Ct.	2000	Chain link fence with acceptable landscaping approved
940 Murfield Ct.	2001	Green plastic coated 4' chain link fence with shrubs approved.
945 Murfield Ct.	2001	4' green, chain link privacy fence approve
850 Torey Pines Dr.	2001	6' wood privacy fence enclosing pool with landscaping approved
465 Lakewood Dr.	2001	4' privacy fence around back yard brick or wood fence approved.
625 Lakewood Dr.	2001	Stained wooden fence in back yard and white vinyl fence back left corner of house approved.



Century 21
Hawkins & Kolb
688 Bultman Drive
Sumter, South Carolina 29150-2576
Office (803) 773-1477 or 800-223-5821
Fax (803) 773-5630
E-mail c21hawkolb@ftc-i.net
Website Web.InfoAve.Net/~C21HAWKOLB

Office 1998

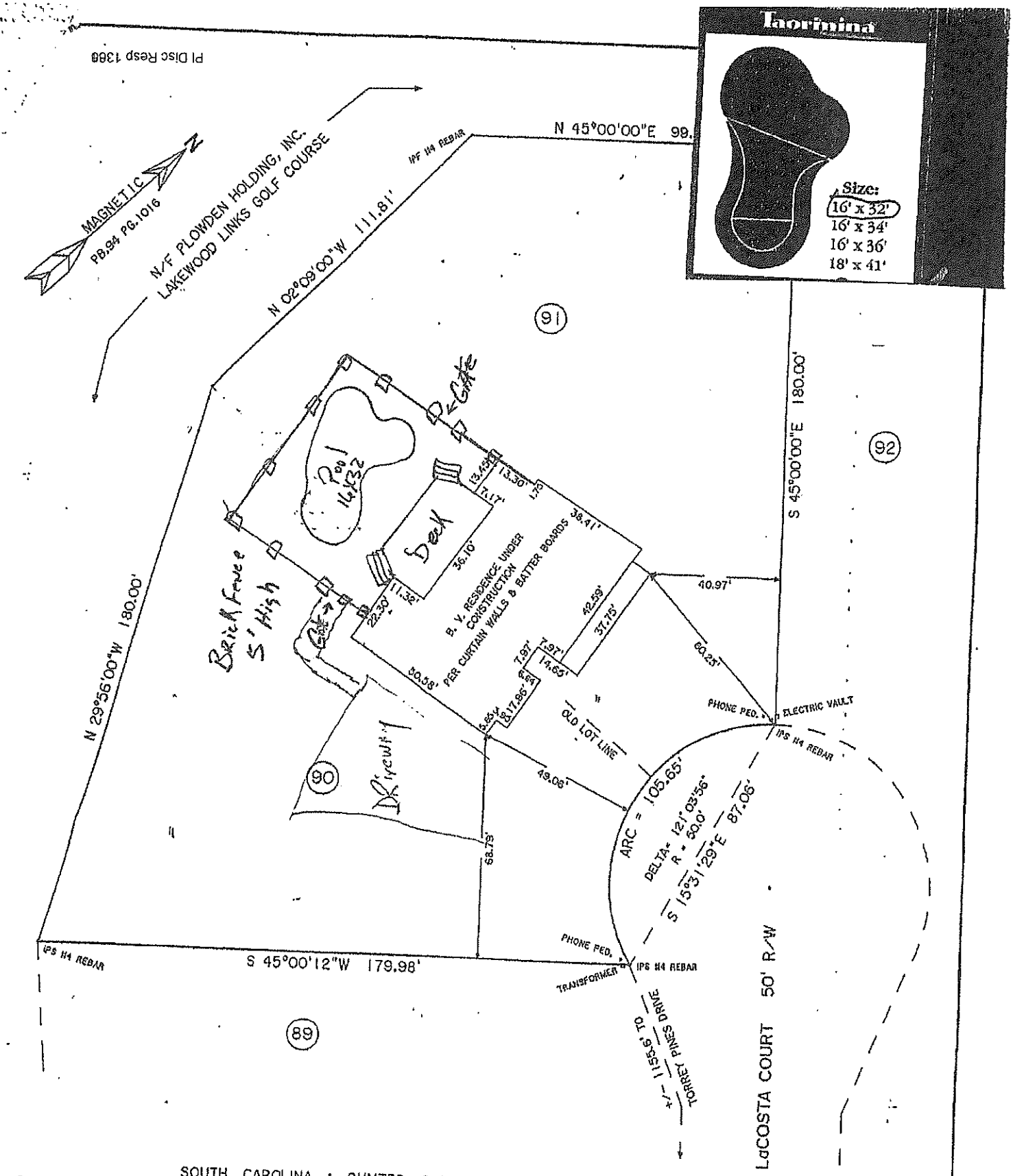
Gary + Becky Jones .
1st 90 & 91 Nacosta Ct
pool + brick fence

Architectural Review Committee - Lakewood Links

The Architectural Review Committee for Lakewood Links Subdivision has reviewed the attached plans and their decision is as follows:

	Approve	Disapprove	Approve with the following modifications
John Quackenbush	☑	☐	_____
Burke Watson, Jr.	☐	☐	_____
O. Mack Kolb	☑	☐	_____
Ben Griffith	☑	☐	_____
Bill Nock	☐	☐	_____
Ben Abbott	☑	☐	[signature]

PI Disc Resp 1388



SOUTH CAROLINA ; SUMTER COUNTY ; PRIVATEER TOWNSHIP
RESURVEY OF 3030 LaCOSTA COURT ; COMPOSED OF LOTS No. 90 & 91 OF "LAKEWOOD LINKS", PHASE III A AS SHOWN ON INDIVIDUAL PLATS BY CROFT (1-29-1990); IN PLAT BOOKS 96 PG. 1428 AND 94 PG. 1016, RESPECTIVELY.

SURVEYED FOR

GARY A. JONES & BECKY JONES

SCALE : 1" = 30'

0 15 30 60

NOVEMBER 19, 1999

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE INFORMATION AND BELIEF THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE

April 10, 2000

To Whom It May Concern:

This letter is seeking approval for a privacy fence to be built at 2915 Tidewater Drive in the Lakewood Links Subdivision, owned by Jay and Deanna McElveen. The fence will be a 6' tall wood privacy fence extending approximately 40' perpendicular from the back corners of the house and approximately 80' down into the backyard. Because our lot is wooded and extends another acre into the woods, we will be putting a chain link fence across the back that should not be visible from anywhere except the backyard itself and is necessary to keep our young child from wandering into the wooded area. Thank you for your consideration.

Sincerely,

Jay McElveen

re: Approval for fence in Lakewood Subdivision.

Approved by the Lakewood Architectural Committee
Subject to fence to face
the neighbors property and braced side
to be to the interior.
4/13/00

PI Disc Resp 1372

March 15, 2000

Pete & Eddie Materia
3265 Green View Parkway
Sumter, SC 29150
506-2382

Dear Mr Griffith, my husband and me have discussed the telephone conversation we had last evening. We are willing to modify our fence to our specifications in an effort to appease our complaining neighbors (whoever they are). But our neighbors will have to meet us half way.

Our proposition is this, our neighbors will have to help my husband do the physical labor. I have pulled a muscle in my back and I certainly cannot help, and maybe this will help mend the fence on both sides.

I am sending you a copy of the proposed change (we reserve the right to make any changes to this plan) so you can present this to our neighbors. **Again let me remind everyone, that we followed all the rules and regulations provided in the "Covenants" of the neighborhood and the fence, as is was approved.**

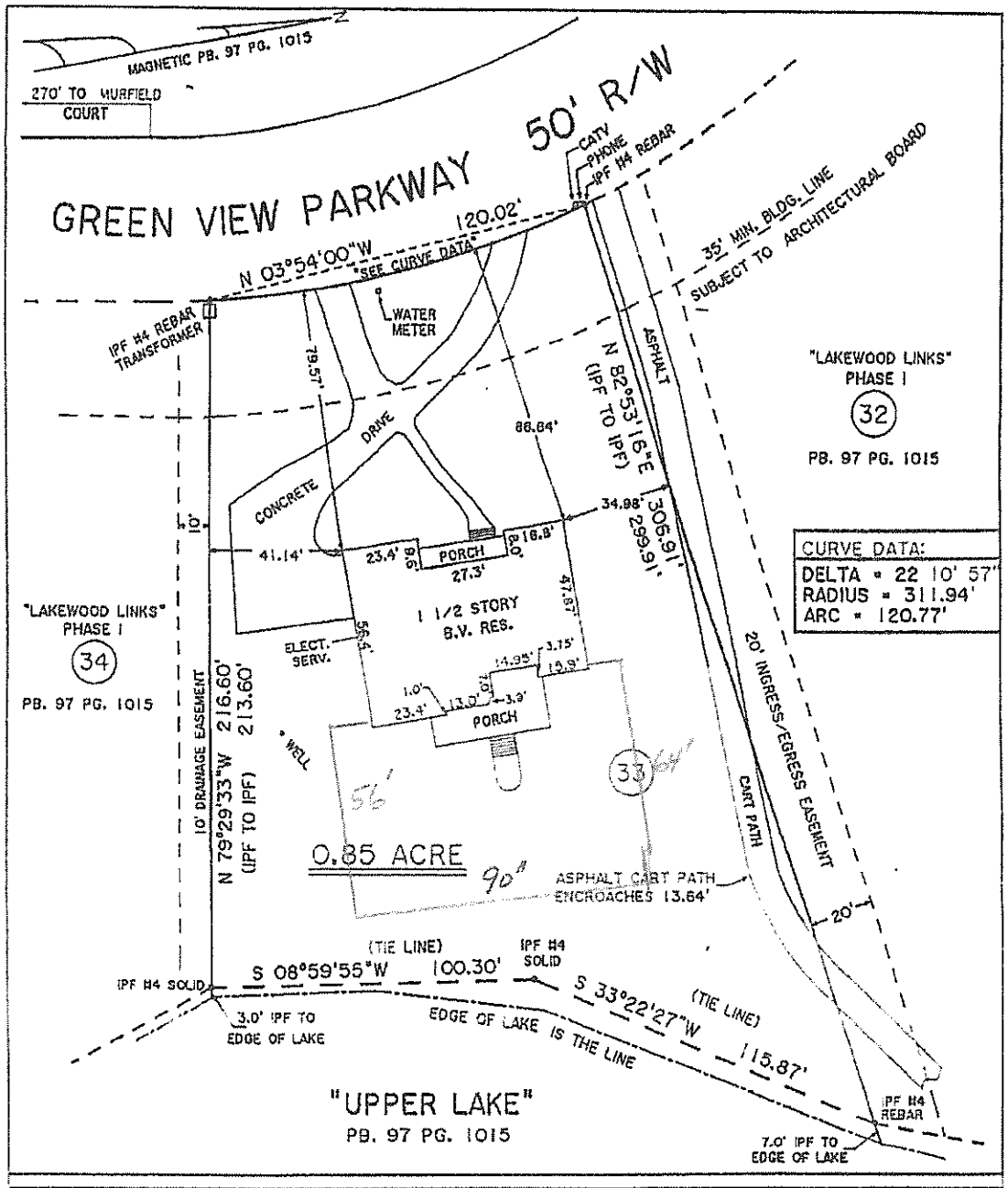
I'm looking forward to the response. Until we hear from you or our neighbors we will continue we our present plans with painting and landscaping.

Sincerely

C. Materia

Mr & Mrs Materia

Post-it® Fax Note 7671	Date	# of pages ▶
To Mack Kolb	From Beg Griffith	
Co./Dept.	Co.	
Phone #	Phone #	
Fax #	Fax #	



SOUTH CAROLINA ; SUMTER COUNTY ; PRIVATEER TOWNSHIP
RESURVEY OF 3265 GREEN VIEW PARKWAY ; ON LOT No. 33 OF "LAKEWOOD LINKS", PHASE I ; ON PLAT BY CROFT (9-28-1988) ; RECORDED IN PB. 97 PG. 1015.
BEING CONVEYED TO

PETER P. MATERIA & ETHEL J. MATERIA

SCALE: 1" = 40'
0 20 40 80

APRIL 21, 1999

I HEREBY STATE THAT TO THE BEST OF KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.
IS LOT IN F.I.A. DESIGNATED FLOOD HAZARD AREA? NO AS PER FIRM MAP No. 450162 0200 B JAN. 5, 1989 & PB. 97 PG. 1015

"SOUTH CAROLINA" CERTIFICATE OF AUTHORIZATION EDWARDS LAND SURVEYORS, INC. No. C00044

Joseph R. Edwards
4.21.99

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR No. 7255 JOSEPH R. EDWARDS

EDWARDS LAND SURVEYORS, INC.
8 EAST HAMPTON AVENUE
SUMTER, S.C. 29150
PHONE: 775-2693

THIS IS NOT A VALID DOCUMENT WITHOUT AN ORIGINAL SIGNATURE AND AN IMPRESSION SEAL

TAX PARCEL: 222-01-01-003

NB 113/69

PI Disc Resp 1388

FILE: 8217

Date: 03/20/2000

To: Architectural Review Board

From: Pete & Eddie Materia
3265 Green View Parkway
Sumter, SC 29150

Sub: Fence

Per the request of Ben Griffith, we have modified the fence recently installed on our property. We have moved the fence back from the previous location approximately twenty-four feet on one side and sixteen feet on the other side. We also moved in one side, to eight feet from the house to make the fence more symmetrical . In our opinion it just made it look better. The dimensions to move the fence away from the water were suggested by Ben Griffith, which were I assume discussed with the neighbors that have complaining behind our backs.

We have met the request, and taken the financial loss of extra fence that cannot be returned. Depending upon the weather and our schedule we will paint and landscape as soon as possible.

Attached are a copy of the lot and the dimensions of the fence.

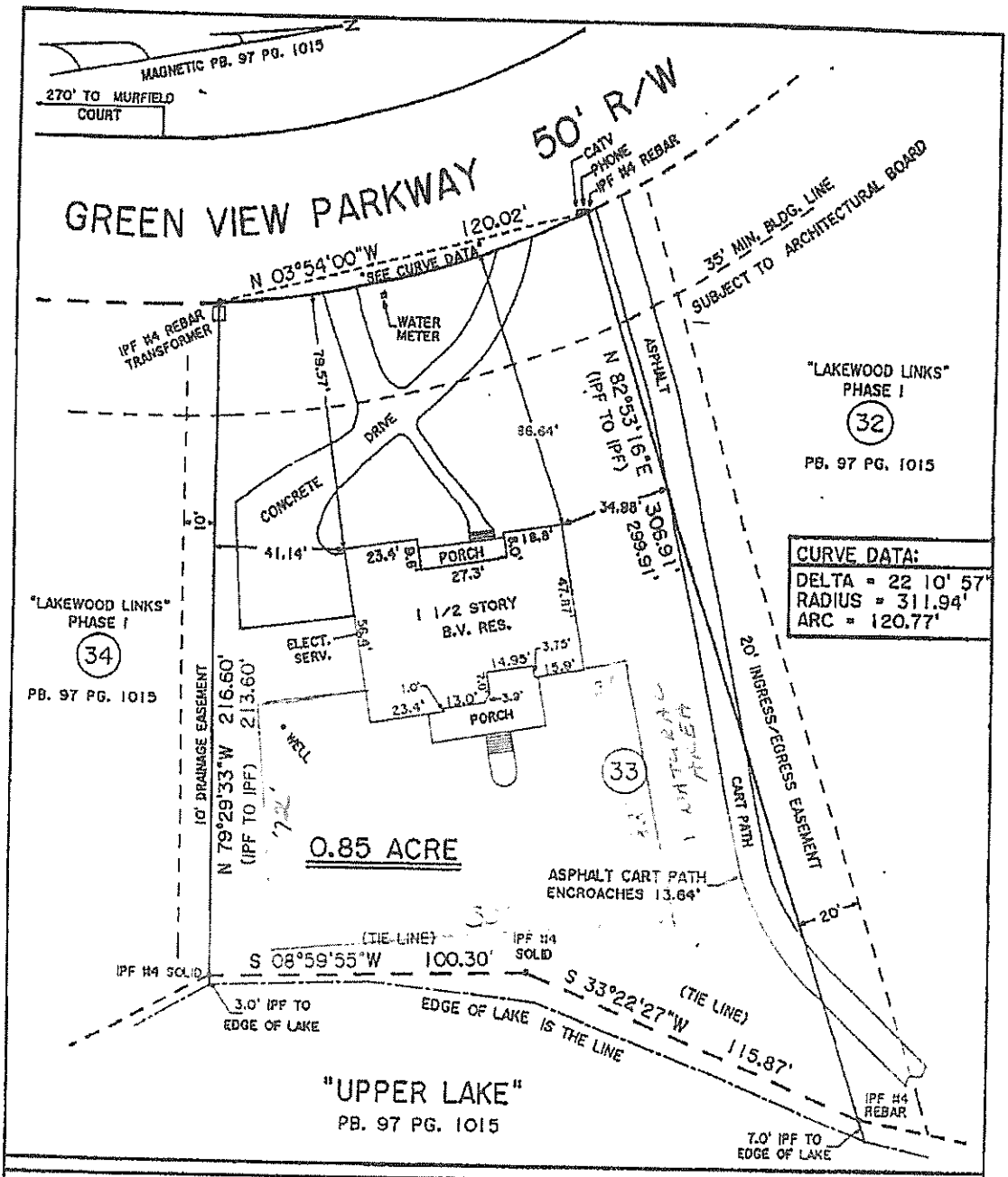
Fortunately, we do have some neighbors that still speak to us and don't have a problem with the fence. They have told us that some of the other neighbors have threatened to tear down the fence. It concerns me that adults can be so childish and I sincerely hope that these are idle threats. There is a lot of homes and lots that I consider unpleasing to the eye, and dogs running loose is at the top of my list, but I can only control my life and my domain. I hope to always be a good neighbor, and containing my dog is very important to me. The fence also helps ease my mind a little where my two-year-old granddaughter is concerned.

When we were looking for a home in ~~Smarter~~ Sumter, one of the questions we asked our realtor was, can we have a fence. The answer was yes you just have to get it approved. We have done just that.

Sincerely

Pete & Eddie Materia

cc: Ben Griffith



SOUTH CAROLINA : SUMTER COUNTY : PRIVATEER TOWNSHIP

RESURVEY OF 3265 GREEN VIEW PARKWAY ; ON LOT No. 33 OF "LAKEWOOD LINKS", PHASE I ; ON PLAT BY CROFT (9-28-1988) ; RECORDED IN PB. 97 PG. 1015.

BEING CONVEYED TO

PETER P. MATERIA & ETHEL J. MATERIA

SCALE: 1" = 40'

0 20 40 80

APRIL 21, 1999

I HEREBY STATE THAT TO THE BEST OF KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN, IS LOT IN F.I.A. DESIGNATED FLOOD HAZARD AREA (NO) AS PER FIRM MAP No. 450182 0200 B JAN. 5, 1983 & PB. 97 PG. 1015

Joseph R. Edwards
4.21.99

EDWARDS LAND SURVEYORS, INC.
8 EAST HAMPTON AVENUE
SUMTER, S.C. 29150
PHONE: 775-2693

SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION — EDWARDS LAND SURVEYORS, INC. — No. C00044

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR — JOSEPH R. EDWARDS — No. 7255

THIS IS NOT A VALID DOCUMENT WITHOUT AN ORIGINAL SIGNATURE AND AN IMPRESSION SEAL

TAX PARCEL: 222-01-01-003

NB 113/69

PI Disc Resp 1366

FILE: 8217

Date: 02/16/2000

To: Lakewood Links Architectural Review Board

From: Pete & Ethel Materia

Subj: Fence

In accordance with the Declaration of Covenants for The Lakewood Links Homeowners Association, Article I, Section 2, Paragraphs E & F, we request approval to construct a fence on our property.

One of the complaints at the Homeowners Meeting of February 6, 2000 was dogs running loose. We do have a dog and would like to make sure she does not roam the neighborhood. We also would like to prevent other dogs from entering our yard, causing damage to our property.

We installed the "Invisible Fence", but our dog is deaf and cannot hear the beep, so she gets shocked and that creates another set of problems for us. The invisble fence does not keep other dogs out of our yard.

Attached for your review are 2 copies of proposed location of the fence and a sample photo of proposed construction style. The fence would be a white picket type; we would also do the necessary landscaping to enhance the fence and our property.

Thank you in advance for your assistance.

Sincerely

P. Materia

E. Materia

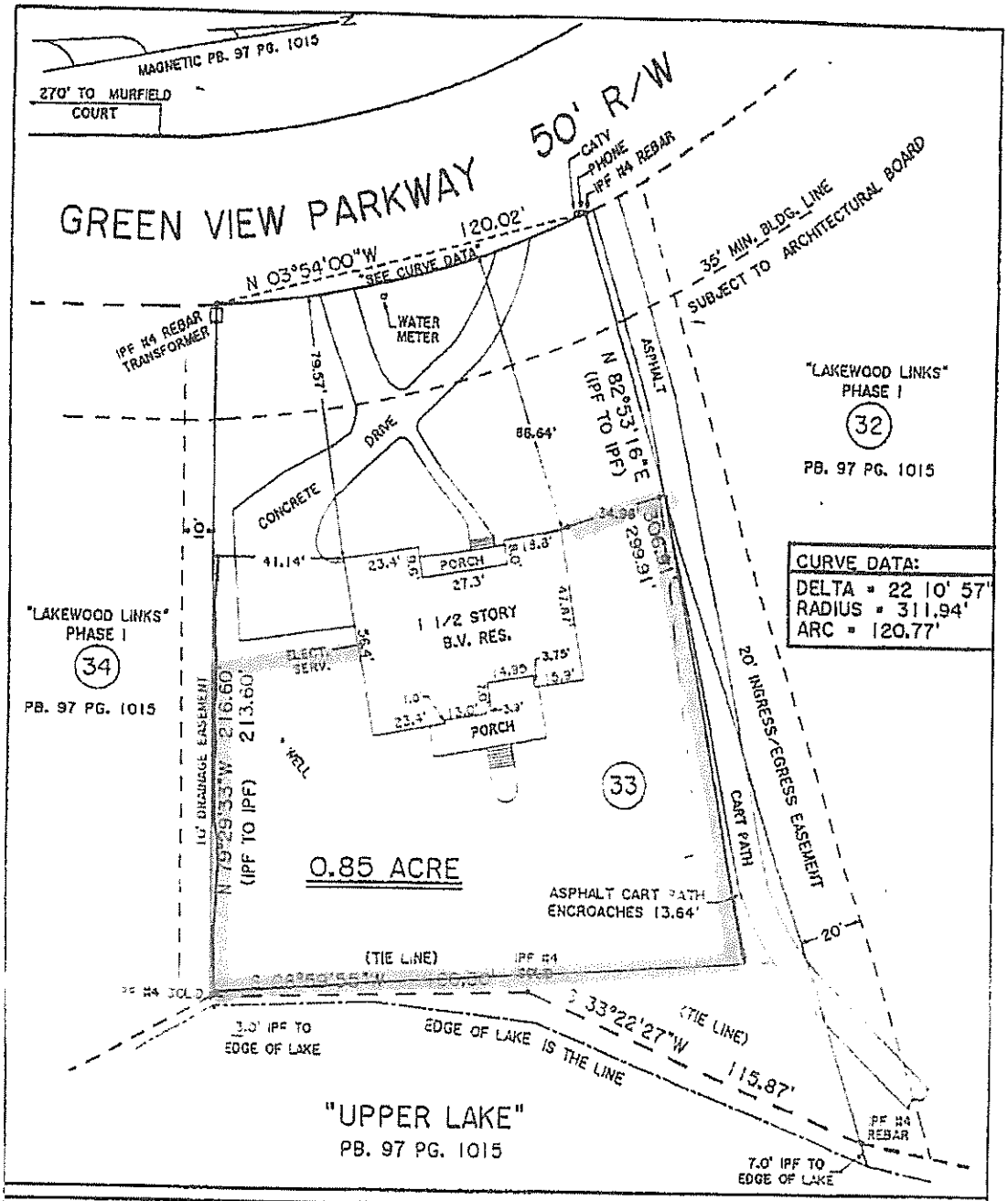
Pete & Ethel Materia

PETE & ETHEL (EDDIE) MATERIA

3265 GREEN VIEW PKWY

SUMTER SC

803 504-2382



SOUTH CAROLINA ; SUMTER COUNTY ; PRIVATEER TOWNSHIP
RESURVEY OF 3265 GREEN VIEW PARKWAY ; ON LOT No. 33 OF "LAKEWOOD LINKS", PHASE I ; ON PLAT BY CROFT (9-28-1988) ; RECORDED IN PB. 97 PG. 1015.
BEING CONVEYED TO

PETER P. MATERIA & ETHEL J. MATERIA

SCALE: 1" = 40'
0 20 40 80

APRIL 21, 1999

I HEREBY STATE THAT TO THE BEST OF KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.
IS LOT IN F.I.A. DESIGNATED FLOOD HAZARD AREA? NO AS PER FIRM MAP No. 450182 0200 B JAN. 5, 1989 B PB. 97 PG. 1015

SOUTH CAROLINA * CERTIFICATE OF AUTHORIZATION
EDWARDS LAND SURVEYORS, INC.
No. C00044

Joseph R. Edwards
4-21-99

EDWARDS LAND SURVEYORS, INC.
8 EAST HAMPTON AVENUE
SUMTER, S.C. 29150
PHONE: 775-2693

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR
No. 7255
JOSEPH R. EDWARDS

THIS IS NOT A VALID DOCUMENT WITHOUT AN ORIGINAL SIGNATURE AND AN IMPRESSION SEAL

TAX PARCEL: [illegible]-01-01-003

NB

Pl Disc Resp 1382

FILE: 8217



Walk on By

Folks in Lorenda Stetler's Tulsa neighborhood like to walk their dogs up and down the sidewalk. Trouble is, the pooches often wander onto neighbors' lawns and do unspeakable things. So Lorenda asked landscape architect Cynthia C. Patton to design a solution that would give her front yard privacy, enclosure, and curb appeal, while requiring minimal maintenance.

Step one involved the construction of a handsome picket fence and gate. "I stole the fence design from Hawaii," confesses Lorenda. "My husband and I were driving through a gated community in Maui when I spotted it. I said, 'There's my fence!' So I jumped out and sketched the fence on the back of my airline ticket folder." Placing the fence about a foot back from the sidewalk left room for flowers.

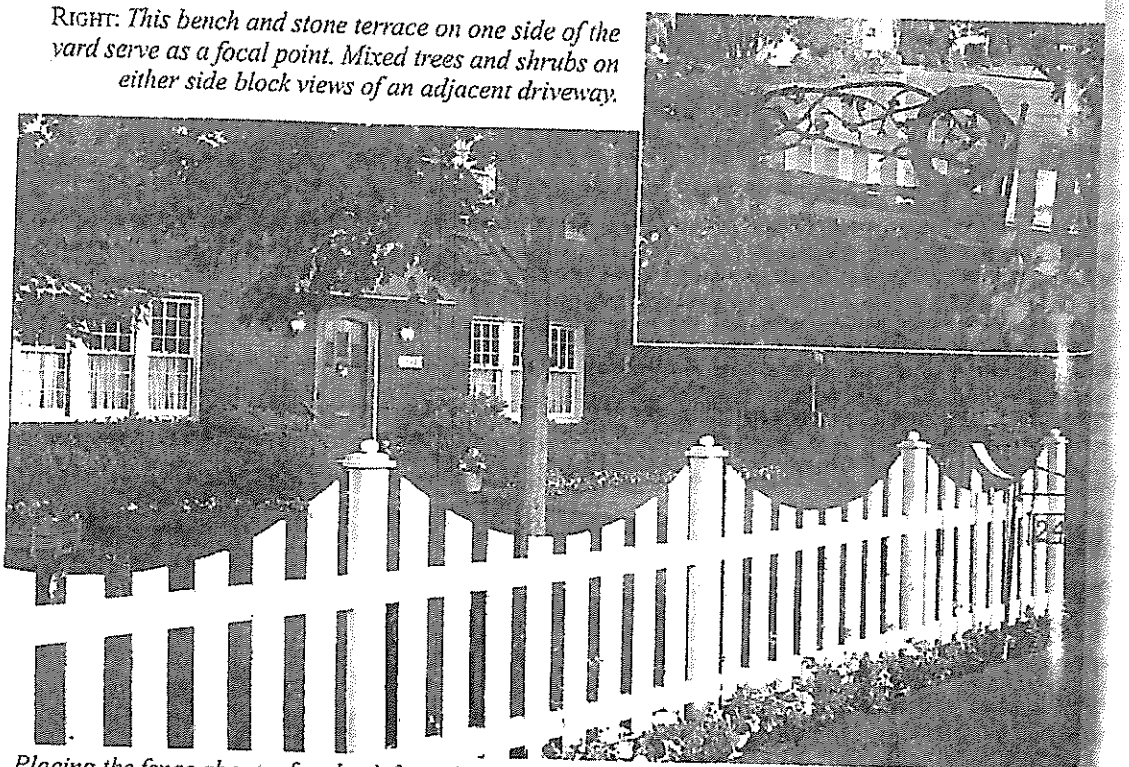
Simple plantings, just enough color, a deep green lawn, and an attractive fence create the all-important curb appeal.

To reduce maintenance, C planted low-growing evergre front of the house and mixed borders along the sides of the Two narrow beds of annuals of the evergreens add the right of sparkle but don't take much water. A zoysia lawn is small that mowing is a relaxin cho

Because the front yard is and the house is tall, Cynthia shade trees were necessary to the transition from house to "The trees make the lot look and the house look shorter," explains. "This gives the yard human scale." Plus, their leav screen the house from the stre

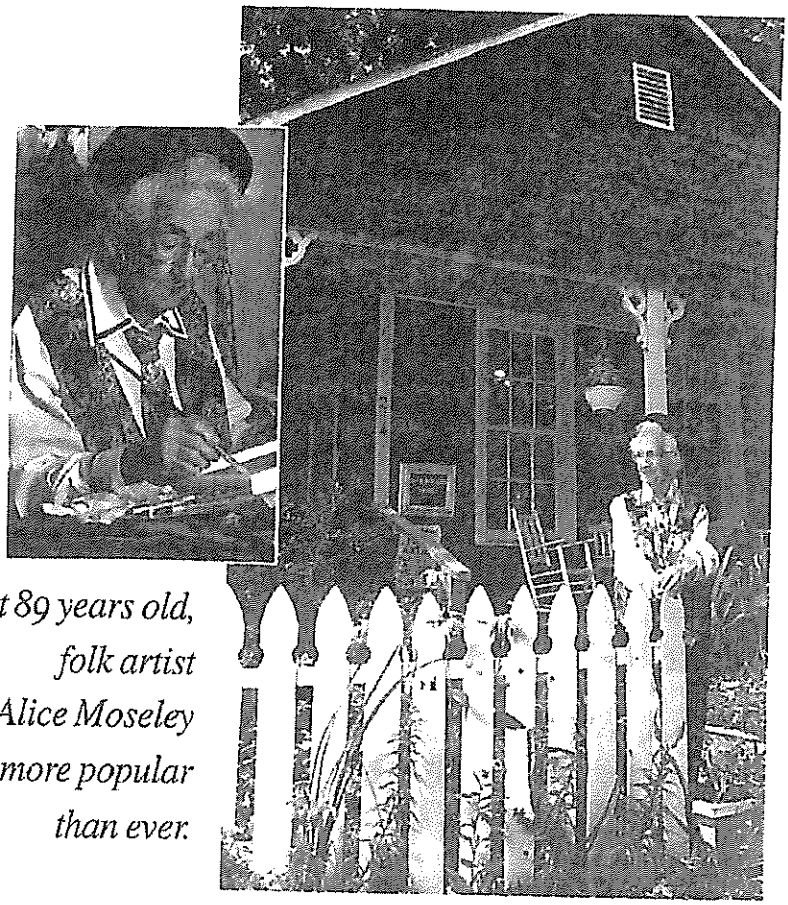
Thanks to the fence and thought-out plantings, Lo yard is now the prettiest street. And the dogs and their just walk on by. *Steve Bender*

RIGHT: *This bench and stone terrace on one side of the yard serve as a focal point. Mixed trees and shrubs on either side block views of an adjacent driveway.*



Placing the fence about a foot back from the sidewalk leaves room for flowers. A red oak planted beh fence screens the house from the street, providing privacy and helping the shallow lot appear dee

PI Disc Resp 1388



Artist Alice Moseley greets visitors at her home and studio in Bay Saint Louis, Mississippi.

At 89 years old, folk artist Alice Moseley is more popular than ever.

Alice on . . . Art

Ask folk artist Alice Moseley what she wishes for and she'll say "to be 75 again." Ask her what she thinks about her incredible popularity and you'll get, "Well, I'm 89; they better get me before I'm gone."

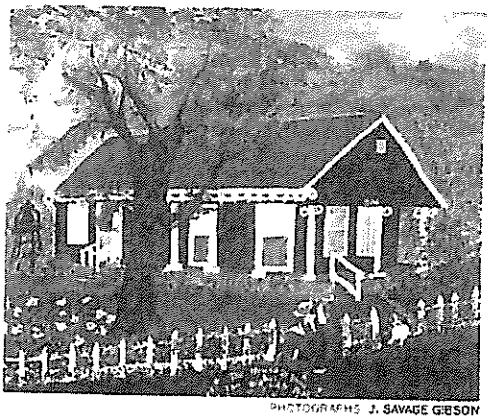
Her nephew in Birmingham calls her a cross between Grandma Moses and Phyllis Diller. Her son Tim calls her a star. "I'm somewhat of a ham," Alice admits. "I put on a show."

A show that has drawn visitors to her home in Bay Saint Louis, Mississippi, and has sent them home with her art for the past 11 years.

Neatly dressed for the stream of guests dropping by her living room to pick through prints, she keeps her white hair swept under a beret (she claims she doesn't have time to comb it anymore). Her lightly rouged lips reveal an easy smile, and they're always ready to drop the next one-liner.

"I'm not a little old lady with a weekend hobby," she says, all in good humor. "This is not just a hobby." Full of detail and message, her portraits capturing life in the South make you think, laugh, even lament.

Her work "The House Is Blue but the Old Lady Ain't" sums up her life in her own shotgun house along the Gulf Coast, where she moved in 1988 from Plum Point, Mississippi.



This Alice Moseley original says it all: "The House Is Blue but the Old Lady Ain't."

PHOTOGRAPHS: J. SAVAGE GIBSON

She's won numerous awards for her art, even though she didn't ta' up painting until age 60 whil cared for her terminally ill Before that, she had only china painting.

"If Mom had not been would've painted," Alic think of it as her gift to m

Alice on retirement: "P it's some great secret that ing at age 89," she says. "Y have a reason to get up. I and read the obituaries. If m not in them, I get up and get o

Alice on life: "No one's pr me immortality, but I'm be to wonder," she quips.

Alice on aging: After h birthday last December, she ir ately started talking about t one. "Ninety is just so much impressive than 89," she says.

Alice still paints every day, if there isn't a school group over, if she's not attending a function, or if she's not entert a busload of tourists from New

"When I stop painting you' my work's deteriorated," s "I'll know when to stop." N deteriorated. When she pic paintbrush she maintains th ness of a surgeon.

Although she's battled he pressure for the past year, s manages to turn that into a "If you've got any blood pre all at this age it's gotta be sign." *Stacy Kunstel*

Alice Moseley Studio: 214 St., Bay Saint Louis, MS (228) 467-9223. **Hours:** p.m. daily. **Prices:** from $10 matted prints to $5,000 for works. **For more informatio** the Hancock County Tourist reau at 1-800-466-9048.

PI Disc Resp 1300

Century 21 Hawkins & Kolb

688 Bultman Drive
Sumter, SC 29150
(803)773-1477 1-800-223-5821
Fax: (803) 773-5630

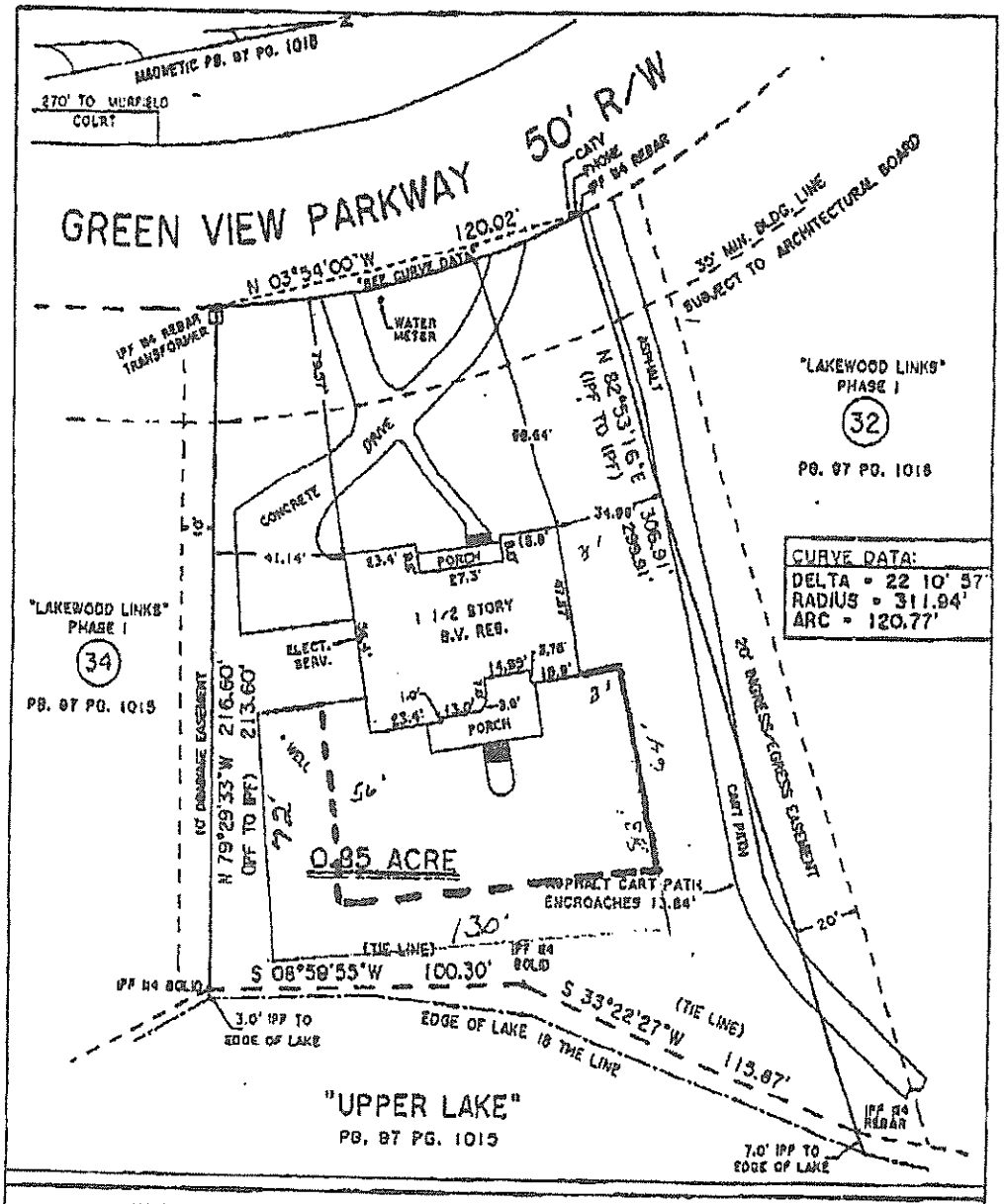
TO: Ben Graham

FROM: Mark Kolb

NUMBER OF PAGES:
(INCLUDING COVER)

COMMENTS:

Pl Disc Resp 1388



SOUTH CAROLINA : SUMTER COUNTY : PRIVATEER TOWNSHIP
RESURVEY OF 3265 GREEN VIEW PARKWAY : ON LOT No. 33 OF "LAKEWOOD LINKS", PHASE I : ON PLAT BY CROFT (9-28-1988) : RECORDED IN PB. 87 PG. 1015.
BEING CONVEYED TO

PETER P. MATERIA & ETHEL J. MATERIA

SCALE: 1" = 40'
0 20 40 80

APRIL 21, 1989

I HEREBY STATE THAT TO THE BEST OF KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.
THIS LOT IS NOT IN F. I. A. DESIGNATED FLOOD HAZARD AREAS AS PER FIRM MAP NO. 450156 0002 B DATED 6, 1988 & PB. 87 PG. 1018

SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION
EDWARDS LAND SURVEYORS, INC.
No. C00044

Joseph R. Edwards
L.L.S.

EDWARDS LAND SURVEYORS, INC.
8 EAST HAMPTON AVENUE
SUMTER, S.C. 29150
PHONE: 775-2693

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR
No. 7265
JOSEPH R. EDWARDS

THIS IS NOT A VALID DOCUMENT WITHOUT AN ORIGINAL SIGNATURE AND AN IMPRESSION SEAL

TAX PARCEL: 222-01-01-003
NB 113/89

FILE: 8217

PI Disc Resp 1398

A.



PLAINTIFF'S EXHIBIT
6
10.7.24
PENGAD 800-631-6989

B



C



D



E



F



STATE OF SOUTH CAROLINA)
)
COUNTY OF SUMTER)

SURVEY, RESTRICTIVE COVENANT, AND TAX AFFIDAVIT

Curtis & Croft 2020-2278

BUYERS SHOULD REVIEW THIS DOCUMENT CLOSELY AND INSURE THEY UNDERSTAND ALL ITS CONTENTS BEFORE SIGNING

The undersigned Buyer(s) are the purchasers of the real property 3020 Tidewater Drive,Sumter SC 29150, City County Tax Parcel 223-10-02-012. That the real property is being conveyed to Buyer(s) April W. Josey by Deed of Paula McCormick. The undersigned, on oath, being duly sworn, hereby states the following:

1. **SURVEY AND PROPERTY LINE MATTERS**:

Buyer(s) acknowledge that no representation or warranty has been made by law firm (Curtis & Croft, LLC) as to the boundary lines, corners, acreage, size or shape of the real property being conveyed. Curtis & Croft, LLC has not been retained to physically inspect the property nor has a new survey been completed. Curtis & Croft, LLC DOES NOT MAKE ANY REPRESENTATION OR WARRANTY regarding any possible encroachments or location of any boundary lines of the property that would be disclosed by a current survey, and specifically disclaims any warranty for matters that a current survey would disclose.

Further, that I/we understand that the attached survey, recorded in **Book 97 page 830** of the subject property was furnished to me/us by closing attorney only to show the current survey of record, and that I/we may not rely upon the attached survey as to any of the matters included therein as the attached survey was not prepared for me/us

I have been advised by Curtis & Croft, LLC of the benefits of a current survey, and I (initial one of the following):

X DO NOT WISH TO ORDER A SURVEY PRIOR TO CLOSING ON THIS PURCHASE OF REAL PROPERTY.

_____DO WANT TO ORDER A SURVEY PRIOR TO CLOSING ON THIS PURCHASE OF REAL PROPERTY, AND REQUEST THAT A SURVEY BE ORDERED FROM _____- LAND SURVEYORS.

PLAINTIFF'S EXHIBIT 10 10.7.24

PENGAD 800-631-6989

2. **RESTRICTIVE COVENANTS**:

That the Buyer acknowledges that there are Restrictive Covenants related to the property purchased and acknowledges receipt of a copy of those Covenants recorded in the Office of the Register of Deeds for the aforementioned City/County in **Book 481 page 1879; Book 481 page 1879; Book 696 page 1917; Book 511 page 241; Book 785 page 471 Book 849 page 833; Book 1054 page 1032; Book 1265 page 5784**. Buyers acknowledge having an opportunity to review the covenants, understands that they are bound by the covenants and must comply with the terms of the covenants or face potential legal action from other property owners or property association. Closing attorney has not provided any advice as to the buyer's intended future use of the property. Buyer has no questions of the closing attorney in that regard.

3. **PROPERTY TAXES**:

By initialing here, Buyers acknowledge that closing attorney has explained in detail all matters regarding assessment of taxes and the requirement that Buyer apply for any applicable tax exemptions, including but not limited to, the owner occupied (4%) tax rate, the agricultural tax rate, or any disability or age based exemptions.

Buyers further acknowledge that taxes for the current year (2021) have been prorated between Buyer and Seller, as of the date of closing, based on the amount of tax supplied to the closing attorney by the Assessor's Office. The 2021 and subsequent years taxes may be higher, and will be based on the assessed value of the subject property with improvements thereon. Accordingly, the escrow amount, if any being charged by lender for payment of property taxes WILL BE ADJUSTED AND WILL LIKELY INCREASE. I/we have no questions of closing attorney about property taxes or escrows.

I have examined the contents of this affidavit, and certify the contents herein to be true and correct to the best of my knowledge. By signing this affidavit, I hereby bind myself, my heirs and assigns forever, my executor(s), my estate and my personal representative to the terms and conditions hereof, and do hereby release Curtis & Croft, LLC from any and all liability for those for which they have not been retained as are outlined herein.

Dated this 8 day of January, 2021

Buyer-
April W. Josey

Buyer-



Lakewood Links Property Owners Association
ARCHITECTURAL REVIEW BOARD
APPLICATION FOR ARCHITECTURAL APPROVAL

Property Owners Name:Jason & April Josey			Date: 07/02/2021
Property Address:3020 TIdewater Drive			Lot#
Telephone:	Home: 803-983-7168	Work:	
Email:apriljosey@outlook.com			
Estimated Completion Date:TBD due to availability			
Contractors Name and Telephone (if applicable):			
Reason for Change or Addition: We would like to install an inground pool			

Project Type:

Addition	Deck/Patio	Fence	Landscaping	Other
☐	☐	☐	☐	☒

Project Description: Please describe briefly the proposed change or addition. Cite materials to be used and proposed color(s). Describe similarities to existing structures, if applicable. Use a separate sheet of paper if necessary. Please attach clear, legible drawings.

Inground Pool - concrete

Send completed form to LLPOA ARB – 3500 Green View Pkwy, Sumter, SC 29150 – LLPOAsumter@gmail.com

ARB Approval: ☐	Conditional Approval: ☐	Disapproval: ☐
ARB Comments:		
Signed: (ARB Chairperson):		Date:

Rev: 6/11/2018

On May 21, 2021, at 10:09 PM, llpoasumter@gmail.com wrote:

Mrs. Josey: Before we could give you an answer to your questions, we would need to know the address of your home. There are four Property Owners Associations in Lakewood and different bylaws for each one, therefore we would need to know your address before giving a reply.

Nelle Tomlinson

Adm. Assist.

From: April Josey <apriljosey@outlook.com>
Sent: Friday, May 21, 2021 3:09 PM
To: llpoasumter@gmail.com
Subject: Information

Hello,

My husband and I are new to the neighborhood and are interested in having an inground pool installed.

We are not located on or in view of the golf course.

Do we need approval for this?

Please advise, and thank you in advance.

Respectfully,

April W. Josey

803-983-7168

Sent from Mail for Windows 10

--

Lakewood Links Property Owners Association

3020 Tidewater Drive Inground Pool Request ARB Form-2[1173].pdf
139K



Gmail **Lakewood Links <llpoasumter@gmail.com>**

RE: Information - inground pool

1 message

April Josey <apriljosey@outlook.com> Fri, Jul 2, 2021 at 10:03 AM
To: Lakewood Links <llpoasumter@gmail.com>

Hello,

Please see the attached request for an inground pool for 3020 Tidewater Drive.

We are still deciding on a timeline due to installer availability; however, we wanted to submit the request now.

Thanks in advance.

Respectfully,

April Josey

Sent from Mail for Windows 10

From: Lakewood Links
Sent: Saturday, May 22, 2021 10:05 PM
To: April Josey; Lakewood Links
Subject: Re: Information - inground pool

Mrs Josey,

Welcome to the neighborhood, you are a part of the Lakewood Links HOA. Thank you for reaching out to us concerning the addition of a pool. I have attached an ARB request, please fill it out and return it to me and I will present it to the ARB board to be voted on. We request the forms be submitted before any significant changes are made to the property. These changes include but are not limited to tree removals, landscaping, pools, and fences.

Thanks again,

ARB Chair

Rory Hair

On Sat, May 22, 2021 at 1:43 AM April Josey <apriljosey@outlook.com> wrote:

Ms. Tomlinson,

My apologies; I should have anticipated you'd need our address.

We purchased the property located at 3020 Tidewater Drive.

We have no idea which POA applies as we were not provided with that information.

Your help is very much appreciated.

-April Josey

Sent from my iPhone

Lakewood Links Property Owners Association
ARCHITECTURAL REVIEW BOARD
APPLICATION FOR ARCHITECTURAL APPROVAL

Property Owners Name:Jason & April Josey			Date: 07/02/2021
Property Address:3020 TIdewater Drive			Lot#
Telephone:	Home: 803-983-7168	Work:	
Email:apriljosey@outlook.com			
Estimated Completion Date:TBD due to availability			
Contractors Name and Telephone (if applicable):			
Reason for Change or Addition: We would like to install an inground pool			

Project Type:

Addition	Deck/Patio	Fence	Landscaping	Other
☐	☐	☐	☐	☒

Project Description: Please describe briefly the proposed change or addition. Cite materials to be used and proposed color(s). Describe similarities to existing structures, if applicable. Use a separate sheet of paper if necessary. Please attach clear, legible drawings.

Inground Pool - concrete

Send completed form to LLPOA ARB – 3500 Green View Pkwy, Sumter, SC 29150 – LLPOAsumter@gmail.com

ARB Approval: ☐	Conditional Approval: ☐	Disapproval: ☐
ARB Comments:		
Signed: (ARB Chairperson):		Date:

Rev: 6/11/2018

Gmail **Lakewood Links <llpoasumter@gmail.com>**

3020 Tidewater Dr ARB request

1 message

Lakewood Links <llpoasumter@gmail.com> Sat, Jul 3, 2021 at 10:04 AM
To: April Josey <apriljosey@outlook.com>, Lakewood Links <llpoasumter@gmail.com>

Thank you for submitting your ARB request, I am pleased to inform you that it has been approved. We would like to wish you good luck with your installation..

Please feel free to reach out with any questions.

--
Lakewood Links Property Owners Association
ARB Chair
Rory Hair

Gmail

Lakewood Links <llpoasumter@gmail.com>

3020 Tidewater Dr / Privacy Fence

1 message

Lakewood Links <llpoasumter@gmail.com> Mon, Sep 6, 2021 at 9:12 PM
To: April Josey <apriljosey@outlook.com>, Lakewood Links <llpoasumter@gmail.com>

We have noticed that you have installed a privacy fence around your backyard, We have looked back and there was an ARB submission for a pool but there was no mention of a fence. New privacy fences of wood or vinyl are not allowed in the Lakewood Links HOA. We realize that there are several yards with wood privacy fencing around you but they are not a part of our HOA therefore we can not regulate what they install. There are also a few fences around that are in the yards of HOA properties but they were installed years ago when the HOA Assoc. was not very active in the community. These have been Grandfathered in and if ever replaced they will have to choose a different fencing. During the purchase of your home the realtor should have given you a copy of the covenants. I will attach a copy of the Covenants and paste the section where it addresses fences.

We respectfully request that you take down your privacy fence within 60 days of this email.

Only fencing of the backyard is permitted; a fence cannot extend further forward, toward the street, than the midway point of the sides of the house. Four feet (4') maximum height for coated black chain link fence, black wrought iron or black aluminum or combination of brick and black metal. Brick fences may be five (5') feet in height with six (6') foot pillars. Brick fences must be open design, e.g see through. Six foot (6') chain link, wooden or vinyl picket or privacy fences are not allowed. Fencing that does not meet these requirements must be brought into compliance when major renovation or replacement is required or performed.

Thank you for your cooperation

Lakewood Links Property Owners Association
ARB Chair
Rory Hair

2 attachments

Lakewood Convenants.pdf
2498K

LLPOA ConditionsRestrictions(12-10-2019)-2.pdf
133K

Mary Burress

From: Lakewood Links <llpoasumter@gmail.com>
Sent: Thursday, August 24, 2023 10:54 AM
To: Richard C Jones
Subject: Fwd: Urgent Request for Dormer Repair

---------- Forwarded message ---------
From: **Lakewood Links** <llpoasumter@gmail.com>
Date: Thu, Jul 21, 2022 at 9:00 PM
Subject: Fwd: Urgent Request for Dormer Repair
To: Lakewood Links <llpoasumter@gmail.com>

---------- Forwarded message ---------
From: **Lakewood Links** <llpoasumter@gmail.com>
Date: Thu, Jul 21, 2022 at 8:59 PM
Subject: Re: Urgent Request for Dormer Repair
To: April Josey <aprilnicole131@gmail.com>

Sorry to hear that you are having home problems but thank you for reaching out to us. In this situation of home repair you don't need to do an ARB request as long as you build it back similar to what it was. I will go ahead and pass it to the ARB board, since you sent it, just to have it on record.Good luck with the repairs and please feel free to reach out to us if we can be of assistance.

ARB Chair.
Rory Hair

On Thu, Jul 21, 2022 at 6:58 PM April Josey <aprilnicole131@gmail.com> wrote:
Dear Lakewood Links Property Owners Board Members,
Good afternoon. We hope this email finds you well.
We are submitting an urgent request to begin repairs on the dormer on the front of our house as it is leaking and the wood is rotten.
Due to all the recent rain and South Carolina's notorious humidity, the problem is worsening by the day.
We have made arrangements to begin the repair Monday, July 25th. Repairs should take no longer than a week as long as the replacement vinyl is available as promised.

We realize we have other matters pending with the Association but believe this should be considered separately and urgently.

We do apologize for the very last minute request; however the weather conditions and availability of the construction crew have left us scrambling.

Please kindly respond as soon as possible.

Respectfully,
Jason & April Josey
3020 Tidewater Drive

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Lakewood Links Property Owners Association

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Lakewood Links Property Owners Association

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Lakewood Links Property Owners Association

ARB REQUEST FORM

Lakewood Links Property Owners Association
ARCHITECTURAL REVIEW BOARD
APPLICATION FOR ARCHITECTURAL APPROVAL

Property Owners Name: Jason & April Josey			Date: 07/21/2022
Property Address: 3020 Tidewater Drive			Lot# 269
Telephone:	Home: 803-983-7168	Work: 803-983-2862	
Email: aprilnicole131@gmail.com			
Estimated Completion Date: August 1, 2022 (as long as the vinyl arrives on time)			
Contractors Name and Telephone (if applicable): Jason Josey dba Josey Builders 803-983-2862			
Reason for Change or Addition: Tear down & rebuild dormer			

Project Type:

Addition	Deck/Patio	Fence	Landscaping	Other
☐	☐	☐	☐	☑

Project Description: Please describe briefly the proposed change or addition. Cite materials to be used and proposed color(s). Describe similarities to existing structures, if applicable. Use a separate sheet of paper if necessary. Please attach clear, legible drawings.

Dormer is leaking & wood is rotted. Leak has gotten worse with all the recent rain. We need to tear it down & re-build it ASAP.
We will replace the window and use vinyl siding to match the rest of the house. Please respond - we have urgently scheduled repairs to begin Monday July 25, 2022.

Send completed form to LLPOA ARB – 3500 Green View Pkwy, Sumter, SC 29150 – LLPOAsumter@gmail.com

ARB Approval: ☑	Conditional Approval: ☐	Disapproval: ☐
ARB Comments:		
Signed: (ARB Chairperson):		Date:

Rev: 5/11/2016



10/13/08 13:33:01 Date Scanned

BOOK:1113 PAGE:002876

FILED: RECORDED: INDEXED EXEMPT
10/13/2008 12:15:39 PM
REC. FEE: 10.00 CD FEE: .00
STATE FEE: .00 TOTAL FEES: 10.00
PAGES: 3
VICKI M. MCCARTHY - REGISTER OF DEEDS
SUMTER COUNTY BY: K. McLeod

QUITCLAIM DEED

STATE OF SOUTH CAROLINA)
)
COUNTY OF SUMTER)

KNOW ALL MEN BY THESE PRESENTS, THAT

I, PAULA MCCORMICK, hereinafter referred to as Grantor, in the State aforesaid, for and in consideration of the sum of Five and 00/100 ($5.00) Dollars to us in hand paid by SHOWCASE PROPERTIES, LLC, hereinafter referred to as Grantee in the State aforesaid (the receipt of which is hereby acknowledged) does remise, release, and forever quitclaim unto the said Grantee the following described property:

All that certain piece, parcel and lot of land, together with the improvements thereon, situate, lying and being in the County of Sumter, State of South Carolina, being shown as Lot #269 of Lakewood Links, Phase VI, as shown on a plat by Carl Croft, RLS, dated May 31, 1997, and recorded in the Office of the ROD for Sumter County in Plat Book 97 at Page 814, reference to which is craved for the exact metes, bounds and distances pursuant to Section 30-5-250 of the Code of Laws for South Carolina, 1976, as amended. This property is known as 3020 Tidewater Drive, Sumter, SC.

This being the same property conveyed in part to Grantor herein by Deed of the Master In Equity for Sumter County, recorded on 07/31/2006 in Volume 1038 at Page 1204 and further by Deed of Darlene Staton recorded on 08/21/2008 in Volume 1111 at Page 588.

TMS# 223-10-02-012

This conveyance is made subject to all visible and recorded easements, covenants, and rights of way affecting said property.

Together will all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the Grantee, SHOWCASE PROPERTIES, LLC, their Heirs and Assigns forever.

And the Grantors does hereby bind Grantors heirs and assigns, to warrant and forever defend all and singular the said Grantee his Heirs and Assigns, against Grantor and Grantors' heirs and assigns, and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Auditor's Endorsement

Assessor's Endorsement

10/13/08 13:33:02 Date Scanned

WITNESS the Hand and Seal of the Grantor this 7th Day of Oct, the year of our Lord Two Thousand Eight and in the Two Hundredth and Thirty-second year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of:

Paula D (SEAL)
PAULA MCCORMICK

Irina Jenkins
Witness

Judith Leigh McCool
Witness

THE STATE OF SC)
COUNTY OF Sumter)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that Deponent saw the within-named Grantors sign, seal, and as the Grantors' act and deed, deliver the within-written Deed; and that Deponent with the other witness whose signature appears above, witnesses and execution thereof.

SWORN to before me this 7th Day of October 2008

Judith Leigh McCool
Notary Public for SC
My Commission Expires: July 7 2010

Irina Jenkins
Witness

Grantee's Mailing Address:
Showcase Properties, LLC
Post Office Box 2664
Sumter, South Carolina 29151

10/13/08 13:33:04 Date Scanned

STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER) **AFFIDAVIT**

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

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is located at 3020 Tidewater bearing Sumter County Tax Map Numbers 223-10-02-012, was transferred by Paula McCormick to Showcase Properties, LLC on 10-07-2008

3. This Deed is EXEMPT from the deed recording fee because Deed of Quitclaim.

4. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: $10.00

5. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as : an attorney.

6. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more that one thousand ($1,000) dollars or imprisoned not more than one year, or both.

Responsible Person Connected with the Transaction

Charles T. Brooks, III
Print or Type Name Here

SWORN to before me this 7th
Day of October, 20 08.
Judith Leigh McCord
Notary Public for SC
My Commission Expires: July 7 2010



ARB REQUEST FORM

Lakewood Links Property Owners Association
ARCHITECTURAL REVIEW BOARD
APPLICATION FOR ARCHITECTURAL APPROVAL

Property Owners Name: Jason & April Josey			Date: 06/13/2022
Property Address: 3020 Tidewater Drive			Lot# 269
Telephone:	Home: 803-983-7168	Work: 803-983-2862	
Email: aprilnicole131@gmail.com			
Estimated Completion Date: TBD pending approval from LL POA			
Contractors Name and Telephone (if applicable): Jason Josey dba Josey Builders 803-983-2862			
Reason for Change or Addition: Construction of 2-car garage/workshop			

Project Type:

Addition	Deck/Patio	Fence	Landscaping	Other
☑	☐	☐	☑	☐

Project Description: Please describe briefly the proposed change or addition. Cite materials to be used and proposed color(s). Describe similarities to existing structures, if applicable. Use a separate sheet of paper if necessary. Please attach clear, legible drawings.

2- car garage/workshop/poolhouse in back
Brick to match the house
Vinyl to match the house
Approximately 30x56
Removal of trees from backyard (approximately 6 total)

Send completed form to LLPOAARB – 3500 Green View Pkwy, Sumter, SC 29150 – LLPOAsumter@gmail.com

ARB Approval: ☑	Conditional Approval: ☐	Disapproval: ☐
ARB Comments:		
Signed: (ARB Chairperson)		Date: 6/15/22

Secretary 6/15/22

ARB REQUEST FORM

Lakewood Links Property Owners Association
ARCHITECTURAL REVIEW BOARD
APPLICATION FOR ARCHITECTURAL APPROVAL

Property Owners Name: Jason & April Josey			Date: 06/13/2022
Property Address: 3020 Tidewater Drive			Lot# 269
Telephone:	Home: 803-983-7168	Work: 803-983-2862	
Email: aprilnicole131@gmail.com			
Estimated Completion Date: TBD pending approval from LL POA			
Contractors Name and Telephone (if applicable): Jason Josey dba Josey Builders 803-983-2862			
Reason for Change or Addition: Construction of 2-car garage/workshop			

Project Type:

Addition	Deck/Patio	Fence	Landscaping	Other
☑	☐	☐	☑	☐

Project Description: Please describe briefly the proposed change or addition. Cite materials to be used and proposed color(s). Describe similarities to existing structures, if applicable. Use a separate sheet of paper if necessary. Please attach clear, legible drawings.

2- car garage/workshop/poolhouse in back
Brick to match the house
Vinyl to match the house
Approximately 30x56
Removal of trees from backyard (approximately 6 total)

Send completed form to LLPOAARB – 3500 Green View Pkwy, Sumter, SC 29150 – LLPOAsumter@gmail.com

ARB Approval: ☑	Conditional Approval: ☐	Disapproval: ☐
ARB Comments:		
Signed: (ARB Chairperson):		Date: 6/15/22

Rec 6/15/22

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT
15
10.7.24

ARB REQUEST FORM

Lakewood Links Property Owners Association
ARCHITECTURAL REVIEW BOARD
APPLICATION FOR ARCHITECTURAL APPROVAL

Property Owners Name: Jason & April Josey			Date: 06/13/2022
Property Address: 3020 Tidewater Drive			Lot# 269
Telephone:	Home: 803-983-7168	Work: 803-983-2862	
Email: aprilnicole131@gmail.com			
Estimated Completion Date: TBD pending approval from LL POA			
Contractors Name and Telephone (if applicable): Jason Josey dba Josey Builders 803-983-2862			
Reason for Change or Addition: Construction of 2-car garage/workshop			

Project Type:

Addition	Deck/Patio	Fence	Landscaping	Other
☑	☐	☐	☑	☐

Project Description: Please describe briefly the proposed change or addition. Cite materials to be used and proposed color(s). Describe similarities to existing structures, if applicable. Use a separate sheet of paper if necessary. Please attach clear, legible drawings.

2- car garage/workshop/poolhouse in back
Brick to match the house
Vinyl to match the house
Approximately 30x56
Removal of trees from backyard (approximately 6 total)

Send completed form to LLPOA ARB – 3600 Green View Pkwy, Sumter, SC 29150 – LLPOAsumter@gmail.com

ARB Approval: ☐	Conditional Approval: ☐	Disapproval: ☐
ARB Comments:		
Signed: (ARB Chairperson):		Date:

Rev: 9/11/2018

V112019

ARB REQUEST FORM

Lakewood Links Property Owners Association
ARCHITECTURAL REVIEW BOARD
APPLICATION FOR ARCHITECTURAL APPROVAL

Property Owners Name: Jason & April Josey		Date: 06/13/2022
Property Address: 3020 Tidewater Drive		Lot# 269
Telephone:	Home: 803-983-7168	Work: 803-983-2862
Email: aprilnicole131@gmail.com		
Estimated Completion Date: TBD pending approval from LL POA		
Contractors Name and Telephone (if applicable): Jason Josey dba Josey Builders 803-983-2862		
Reason for Change or Addition: Fence alteration		

Project Type:

Addition	Deck/Patio	Fence	Landscaping	Other
☐	☐	☑	☐	☐

Project Description: Please describe briefly the proposed change or addition. Cite materials to be used and proposed color(s). Describe similarities to existing structures, if applicable. Use a separate sheet of paper if necessary. Please attach clear, legible drawings.

5' brick fencing/6' pillars along between house & proposed garage/ addition.

Send completed form to LLPOA ARB – 3500 Green View Pkwy, Sumter, SC 29150 – LLPOAsumter@gmail.com

ARB Approval: ☐	Conditional Approval: ☐	Disapproval: ☐
ARB Comments:		
Signed: (ARB Chairperson):		Date:

Rev: 6/11/2019

The Law Office of Jason L. Reddick, LLC

Jason Lee Reddick, Esquire
Attorney at Law

132 North Main Street
Sumter, South Carolina 29150
www.jasonreddicklawsc.com

Phone: (803) 795-4467
Facsimile: (803) 666-1479
JasonLeeReddick@gmail.com

May 31, 2022

VIA PROCESS SERVER
MR. JASON JOSEY and MRS. APRIL JOSEY
3020 TIDEWATER DRIVE
SUMTER, SC 29150

RE: DEMAND LETTER – FENCE REMOVAL AND/OR ALTERATION

Dear Mr. and Mrs. Josey:

This office represents the Lakewood Links Property Owners Association (herein, "Association") regarding ongoing issues with a fence that you erected on your property located at 3020 Tidewater Drive, Sumter, South Carolina 29150.

The Association has informed my office and provided documentation to support their claim that you submitted a request to build a pool which was approved; however, to-date the Association is unaware if a pool was ever actually constructed. In the meantime, you did construct an approximately 8" privacy fence that is not in compliance with the Covenants, Conditions and Restrictions of the Lakewood Links Property Association to which you are subject to as a resident homeowner of the neighborhood. The Association demanded that your fence be removed by November 2021. As of May 31, 2022, the fence is still present on the property, and you have ignored the requests made by the Association to bring your property into compliance.

This letter is being sent to you to put you on **NOTICE** that your fence located at 3020 Tidewater Drive, Sumter, South Carolina 29150 is not in compliance with the Covenants, Conditions, and Restrictions of the Lakewood Links Property Owners Association, Inc.

Your lack of response to the Associations requests and the time that has elapsed without action leads the Association to believe that you have no intention of compliance.

The Association has been more than patient, and the Association hereby takes the position and hereby DEMANDS the following:

DEMAND: THE JOSEYS MUST REMOVE THE FENCE FROM 3020 TIDEWATER DRIVE THAT IS NOT IN COMPLIANCE WITH THE



LAKEWOOD LINKS COVENANTS, CONDITIONS, AND RESTRICTIONS. THE DEADLINE FOR THIS ACTION, UNLESS OTHERWISE AGREED BY THE ASSOCIATION, IS JUNE 17, 2022.

Failure to abide by the terms of this demand letter above may result in immediate filing of legal proceedings against you for the removal of the fence in its entirety along with reimbursement of all court costs and attorney's fees in addition to any further civil liabilities that may be assessed against you. **THIS LETTER SHALL SERVE AS YOUR ONLY NOTICE PRIOR TO LITIGATION.**

It is regrettable that this letter was necessary; however, as previously stated, you have a duty and obligation to comply with the Covenants and Restrictions of the Lakewood Links neighborhood. You were aware of this duty and obligation when you purchased your home. This can only be accomplished by the removal of the fence that was unlawfully erected on your property. The Association does not desire to pursue this matter further than this letter if you are agreeable to these terms. If this letter is ignored or if you inform my office that you are not removing the fence pursuant to this demand, then my clients are prepared to pursue all legal options available to enforce the conditions and restrictions as referenced above. Failure to abide by my clients' demands may expose you to serious legal liabilities.

It is the sincere hope that you are willing to comply with the demands of this letter and allow this letter to be the last of any issues now and in the future. However, if the demands are not met this letter shall be submitted as evidence at any hearing or other necessary legal proceeding to show that attempts were made to resolve this without litigation. This letter has been served upon you via Process Server. The Process Server will provide my office with an Affidavit of Service showing the exact date and time that you were served with this notice which will be kept on file.

Please be advised that this letter is not a denial of your ability to erect a fence on your property. I have been advised by the Association that there are alternative fencing options that the Association would accept. Please reference Page 5 of the Conditions and Restrictions which have been included with this letter for your convenience. The Association would propose that the best alternative would be to request permission to build a compliant fence that meets the requirements and specifications as outlined by the Conditions and Restrictions issued by the Association and the Architectural Review Board.

If I have not received confirmation of compliance with this Demand Letter by Friday, **June 17, 2022**, I will contact the Association about proceeding through the Court system to secure any legal remedies they may have against you. Failure to comply with the terms of this demand letter will constitute a knowing, intentional, and willful violation of the Covenants and Restrictions to which all residents of your neighborhood are bound. If you have any questions or concerns, please do not hesitate to contact my office directly.

With kindest regards, I am,

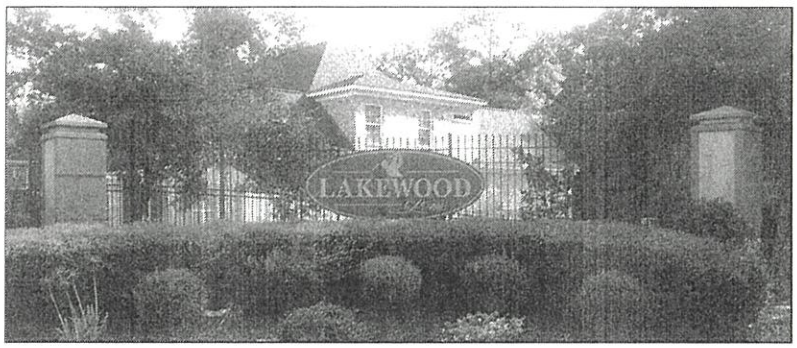
Sincerely,

Jason Lee Reddick
Attorney at Law
JLR/ks

Enclosure(s):
Lakewood Links Property Owners Association, Inc. – Conditions & Restrictions

cc: Lakewood Links Property Owners Association, Inc.

LAKEWOOD LINKS PROPERTY OWNER'S ASSOCIATION



NEWSLETTER

June 2015

LLPOA Board of Directors
President – Gary Jones
Vice President – David Thevenet
Secretary – Glenn Cockerill
Treasurer – Chris Griffith
Sergeant at Arms – Gobe McElveen

Architectural Review Board
Chairman – David Thevenet
Vice Chairman – Glenn Cockerill
Member – Sophie Wilson
Member – Tim Clepper
Member – Bill Salyer

LLPOA Contract Administrative Specialist
Nelle Tomlinson
Telephone: (803) 983-1009

LLPOA E-Mail - **llpoasumter@gmail.com**
Facebook – **Lakewood Links Property Owners Association**

The LLPOA Board meets the first Monday of every month and the Architectural Review Board meets the second Tuesday of every month.

LLPOA Board of Director's Notes

During the past year, the LLPOA Board has been concerned about what appears to be a downward trend in property values and, most importantly, real estate sales in Lakewood. Although a couple of home owners have stated that they feel their property values have risen, this doesn't seem to be reflected in recent home sales. Equally alarming is the amount of time properties are on the market before being sold and the increase in the number of homes being listed on the rental market. The Board believes the neighborhood needs to position itself to be able to undertake projects to improve the appearance and function of the neighborhood. Basically, the Board wants to try to keep the appearance of the neighborhood from starting to look "frayed around the edges".

To allow the Association to budget for improvement projects, the LLPOA Board in conjunction with the Architectural Review Board (ARB) proposed an amendment to our Covenants to increase the annual property owner assessment to $200 per residential lot. Since this proposal required an amendment to the Covenants, the approval process had to follow specific guidelines. The Association was allowed two opportunities to schedule a vote on the amendment; the first Association meeting required a quorum consisting of 60% of the membership or 163 members, represented either in attendance or proxy, before a vote would be valid. The second Association meeting required a quorum of 50% of the membership, or 136 members represented.

Our annual meeting was held on 30 March 2015. Since we did not meet the quorum requirements, no vote was taken on the annual assessment issue. The Association's Vice President, David Thevenet, gave a presentation on the financial status of the Association; detailing the 2014 expenditures and the projected budget for 2015.

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When our Administrative Specialist, Ms. Nelle Tomlinson, was hired in June 2014, the Association had over 140 members who had unpaid assessments, a number of them being several years in arrears. These outstanding balances totaled more than $15,000. As of the last LLPOA Board meeting, Ms. Tomlinson had collected the outstanding balances from all but seven property owners who still owed assessments for 2014 or earlier. Ms. Tomlinson is in the process of working with the Magistrate Court to place liens on these 7 properties. Unfortunately, we haven't yet received all the member's payments for their 2015 assessments. There are still 30 property owners who have yet to pay this year's assessment.

David also provided a detailed explanation of the Board's proposal to increase the annual assessment. As he explained, under the present assessment configuration, the Association has annual funding for little more than cutting the grass and paying for street lights. Without an increase in the annual assessment, the Association's projected 2016 budget includes only about $2,423 to fund any neighborhood improvements, projects or emergency maintenance. With an assessment increase to $200 a year, the 2016 budget would include approximately $22,079 to fund improvements and projects. Several examples of projects centered on the Lakewood Links entrance; they included curbing, landscaping, new entrance sign and lighting configuration, etc. A member at the meeting, also suggested the Board explore possibilities for improving or replacing the dilapidated chain link fence which runs along the highway; an idea that the Board supports, if it proves to be feasible. The Association President and Vice President addressed a number of questions from the membership and scheduled a follow-up meeting for 11 May to, again, attempt to vote on the annual assessment proposal.

After the meeting, the Board was concerned that adequate time for member questions may not have been allotted at the 30 March meeting. An e-mail was sent advising the membership that Board members would be available at the golf course Club House on Thursday afternoons to address any unanswered questions that any members might have.

The primary purpose of the 11 May meeting was to vote on the proposal to increase the annual assessment to $200 a year. Since that was the reason for the meeting, Association members cast their votes as they signed-in prior to the meeting. This meeting required a quorum of 50% of the membership, or 136 members, being represented either by attendance or proxy. We failed to attain a quorum for the meeting. We needed 136 members and only had 108 members represented. While it was disappointing that we were unable to get the necessary quorum, we were, nevertheless, pleased that THIS WAS THE LARGEST NUMBER OF PROPERTY OWNERS WE HAVE EVER HAD REPRESENTED AT AN ASSOCIATION MEETING. Since we didn't have a quorum to conduct an official vote, our Association President, Gary Jones, devoted the meeting to answering specific member's questions. It turned into both a very spirited and informative meeting. Gary answered questions until all of the member's questions were answered. Although it was not an official vote, we, nevertheless, decided to count the votes of both the members present and those voting by proxy to get a sense of the members view of the proposed assessment increase. Of the 108 members represented and voting at the meeting there were only 9 votes against the proposal.

Architectural Review Board Notes

During his presentation at the annual LLPOA meeting on 30 March, David Thevenet reiterated the requirement that property owners must submit written requests for ARB approval prior to making alterations to the exterior appearance of their property. He also explained the ARB's approval guidelines. In addition to those requirements/restrictions specifically detailed in the Association's Covenants or those requirements that the membership has voted to implement, the ARB is guided by the following guidelines:

--- Preserve the natural beauty of the neighborhood
--- Maintain a pleasant and desirable environment

--- Establish and preserve a harmonious design
--- Protect and promote the value of property
--- Do not block scenic views
--- Blends harmoniously with the natural landscape
Also, decisions made by the current Architectural Review Board cannot contradict past ARB Board decisions. (The ARB has developed and maintains a detailed database of past documented ARB decisions.)

Golf Carts and Dogs

Now that summer is here, there is an increase in complaints about children driving golf carts and neighborhood dogs not being under the control of their owners. Property owners have consistently expressed concerns about the safety of young, unsupervised children driving golf carts on the Lakewood streets. While the LLPOA Board shares our Association member's concerns, this is not an issue that falls within the purview of the LLPOA Board. South Carolina state law Section 56-2-105 governs the operation of golf carts and other low speed vehicles. As background, some of the more pertinent excerpts of Section 56-2-105 are as follows:
--- **During daylight hours only**, a permitted golf cart may be operated along a secondary highway or street for which the posted speed limit is thirty-five miles an hour or less.
--- A person operating a permitted golf cart must be at least sixteen years of age and hold a valid driver's license. The operator of a permitted golf cart being operated on a highway or street must have in his possession:
(1) the registration certificate issued by the department;
(2) proof of liability insurance for the golf cart; and
(3) his driver's license.
Property owner's concerns regarding underage operation of golf carts should be reported to the Sumter County Sheriff's Department. More detailed information can be found at http://www.scstatehouse.gov/code/t56c002.php.

We frequently receive complaints regarding dogs which are not under the control of their owners and are asked whether Lakewood Links is governed by "leash laws". Uncontrolled pets are not issues that the LLPOA Board can effectively address. The Sumter County Sheriff's Office has posted the following press release on their website:

TO ALL PET OWNERS

"Due to overwhelming amount of stray animals in the county, and the recent amount of dog attacks, the Sumter County Sheriff's Office Animal Control Unit is enforcing a "Zero Tolerance Policy" for dogs and cats roaming freely within the County, and for pet owners failing to vaccinate their pets (titles 47-3-10 through 47-3-710).

1. Rabies Shots and Tags: It's a State and Federal Law that all dogs and cats must be vaccinated for rabies every year, and the Tags must be worn at all times.
The fines are up to $470.00, plus court cost.

2. Animals running at large: There is not a leash law, but the Sumter County ordinance states: dogs and cats must be contained, or under the owner's control at all times.
The fines range from $200.00 to $470.00.

3. Allowing a (dangerous) animal to run at large: The fine starts at a thousand dollars, goes up to five thousand, and up to three year imprisonment.

4. Quarantine: Any animal that attacks or bites a person will be quarantined at the Animal Control Shelter, and be held there for the period of 10 days. The cost for the animal to be quarantined is $130.00.

5. Ill treatment of animal: This includes, but not limited to, no food or water, improper shelter or kennels, oversize chains, animal hoarding, and the list goes on. The fine starts at $200.00 up to $5,000.00, and jail time.

6. Animals in heat: Must be kept inside of residence, shed, or kennel, to prevent other animals coming onto the property of another. Fine starts at $200.00 to $470.00.

The Sumter County Animal Control Unit is hoping to educate pet owner(s) and prevent them from being fined hundreds, or thousands of dollars. We encourage you to vaccinate your pets, and keep them contained on your property. If you have any questions please contact the Sumter County Animal Control Office at 803-436-2066."

(http://www.sumtersheriff.org/news/2011/9/21/to-all-pet-owners.html)

The following article which appeared in "DiscoverSouthCarolina.com" in March 2015 may be of interest to Lakewood Links property owners:

Hidden Gem Golf: Sumter's Links at Lakewood

By Bob Gillespie

Jay Huggins has worked since the 1990s with golf courses in South Carolina's Pee Dee region. After a seven-year hiatus from the business, his first new project – restoring The Links at Lakewood in Sumter – made him wonder if he'd made a career mistake.

The Links at Lakewood, built in 1989 by respected architect Porter Gibson, was in need of major renovations. Prior to Jay Huggins revitalization of the course, there were drains stopped up in the bunkers, standing water, and fairways with no grass. Previous owners cut back on expenses because of debt, and golfers had quit coming.

Indeed, one 2011 online review of Lakewood, while conceding its solid design, described a course with "crabgrass and other weeds in fairways, mole tunnels all over the course," as well as greens damaged by fungi and a lack of irrigation.

A July 2014 restoration project by Huggins and new course superintendent Alvin Andrews has turned Links at Lakewood into a well conditioned, challenging design – a true "hidden gem" among Pee Dee courses.

Huggins, the course's head professional, and Andrews restored bunkers, cleaned out 200-300 trees to improve air flow and grass growth, added 72 palmetto trees to help define holes, and repaired damage caused by neglect. Most significantly, they resurfaced the course's elevated, undulating greens with mini-Verde Bermuda hybrid, a modern grass noted for its durability and quickness.

"We were fortunate to get our hands on it, because it's a good track," Huggins says. Owner Don Brown, who in recent years also bought Bishopville Country Club and Florence's Oakdale CC, pumped $750,000 into Lakewood's repairs, and the result was money well spent.



Brown bought Lakewood in November 2013, operating it for seven months before closing it for repairs. About $150,000 was spent on irrigation – a remote-control system lets him operate it from the clubhouse, Huggins says – and another $150,000 went into the greens. The course reopened Aug. 1, 2014.

"The first month was great, mostly by word-of-mouth. That surprised me," given the course's recent reputation, Huggins says. With warm weather (and green grass) coming, Brown hopes to build up play in 2015, drawing from the Sumter market and tourists at nearby Lakes Marion and Moultrie. "We knew it had a ton of potential," Huggins says. "Layout-wise, it's a good product, and once the greens soften, I think it's going to be really fun to play."



At 6,826 yards from the back tees, it has ample fairways for high handicappers, but approaches – and those slick greens – can also challenge better players. Lakewood offers a number of memorable holes: the par-5 fifth, a straight-away hole with water (in play on nine holes) and a large oak tree factors on the approach shot; the par-3 13th, which plays to an island green; and a two-hole stretch of Nos. 9 and 10, both long par-4s, that rank as the course's Nos. 1 and 2 handicap holes.

The 14th, a double-dogleg par-5, can require a third shot over the corner of a fairway bunker to an elevated green guarded by water left and a huge front bunker. One of the more interesting holes, the dogleg-left par-4 16th, features a mound on the left that tempts players to cut the corner – but hides a pond which will grab many of those shots.

Fees at The Links of Lakewood are competitive with the nearby Santee Cooper courses, and Huggins expects to compete for players once word gets out. "We've just got to treat the course good and then put it in as many hands as we can," he says. "I think the potential is unlimited."

The following article appeared in AARP Magazine.

GET A CLUE

A little-known insurance claim database can escalate your costs

Most consumers – roughly 90 percent – are literally clueless when it comes to a database known as the Comprehensive Loss Underwriting Exchange (CLUE), used by insurers to determine risk for a specific home. But reality can set in in a hurry when, after buying a home, your insurance is way higher than expected (or even denied) because of claims filed by previous owners.

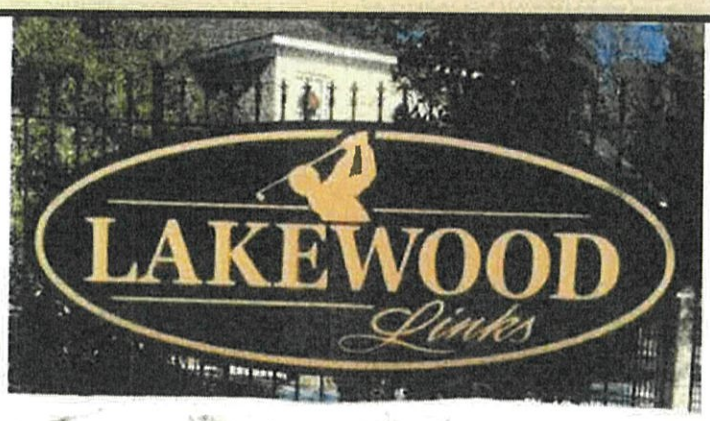
Avoid Surprises
Those claims – whether paid or not – remain in the CLUE database for seven years. When spotted by your insurer, that CLUE report can increase rates significantly, according to InsuranceQuotes. Current property owners can get one free CLUE report a year (call 866-312-8076 toll-free). To avoid surprises, ask for a report before signing a contract.

Negotiations Leverage
A home with a history of claims may indicate problems that will need to be fixed, says Loretta Worters of the Insurance Information Institute. A buyer who knows about these issues may be able to negotiate a better price. But it's also good for sellers to show a report to prospective buyers, especially if claims resulted in repairs being made. – Sid Kirchheimer

Remember that the LLPOA Board of Directors and the Architectural Review Board can be contacted by e-mail at **llpoasumter@gmail.com**. We welcome your comments and suggestions. We are all in this community together.

April 2018

Lakewood Links Property Owners Newsletter



LLPOA Board of Directors
President – Gary Jones
Vice President – Glenn Cockerill
Secretary – Randy Salyer
Treasurer – Bill Salyer
Sergeant at Arms – Charlie Carr

Architectural Review Board
Chairman – Charlie Carr
Member – Rory Hair
Member – Bill Ling
Member – David Dotseth
Member – Bill Salyer

LLPOA Contract Administrative Specialist
Nelle Tomlinson
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Telephone: (803) 983-1009

LLPOA E-Mail:
llpoasumter@gmail.com

Mailing Address:
3500 Green View Parkway
Sumter, SC 29150

The LLPOA Board and ARB meet the second Monday of every month.

General Membership Meetings

1st Meeting: The Lakewood Links Property Owners' Association (LLPOA) annual general membership meeting was held on 22 January. We only had 44 members in attendance and 29 members represented through proxies. As is becoming common, we did not have enough member participation to conduct official business at this meeting. The quorum requirement was 60% of membership representation, or 163 votes, either through member attendance or by proxy. The Board President did, however, brief the attendees on the Association's activities during 2017 and reviewed both the 2017 budget and expenditures, presented the proposed budget for 2018 and took questions from the membership. Since there was not a quorum at this meeting, the Covenants allow the Board to hold subsequent meetings with reduced quorum requirements to conduct Association business. Therefore, a second general membership meeting was scheduled for 29 January.

2nd Meeting: In accordance with the Covenants, a second general membership meeting was held on 29 January. The Covenants set the quorum requirement for a second meeting at 25% representation, or 68 votes. We had 31 members in attendance and 45 members represented through proxies. As it turned out, the only remaining outstanding business was the election of new officers. The final list of candidates on the

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24
10-8-24

ballot was Gary Jones – President; Randy Salyer and Ursula Ling – Secretary; Charles Carr – Sergeant at Arms; Bill Salyer – Treasurer with Rory Hair, Bill Ling and Beth Morris running for the two open Architectural Review Board positions. Following the vote count, the elected officers were Gary Jones, who ran unopposed, as President; Randy Salyer as Secretary; Charles Carr, who ran unopposed, as Sergeant at Arms; Bill Salyer, who ran unopposed, as Treasurer and Rory Hair and Bill Ling as new members of the Architectural Review Board. As stipulated in the Covenants, the Association Board will appoint the remaining three members of the Architectural Review Board.

We would like to thank David Thevenet, Sophie Wilson, Cecil Lamb, Shannon Hair and David Claeys who are ending their service on the Board and/or ARB. Sophie and David, in particular, were long serving members of both the Association Board and Architectural Review Board. Among other initiatives, David was the driving force behind the curbing, landscaping and lighting upgrades at the front entrance while Sophie established the Association's e-mail system along with a simplified method of tracking our actual expenditures vis-à-vis the annual budget. We are appreciative of the dedication and contributions to the neighborhood of all of our outgoing Board and ARB members.

2017 Projects

No special assessments were levied in 2017 and the Board only scheduled one major project for the year. We contracted to have the rust stains removed from the entrance columns and had the columns and fencing repainted. We also replaced both of the old, rust stained "Lakewood Links" signs with new signs.

Planned 2018 Projects

Again no special assessments were levied for this year. The Association's initial project this year will be to enhance the lighting on Tidewater Drive. To that end, the Board will be ordering some additional street light installations.

The Association President is also working with the Links at Lakewood management to encourage them to replace the old wooden "Cart Crossing" signs throughout the neighborhood with new signs using the black and gold color pattern that the Association has used at the entrance.

During the annual meeting on 22 January an Association member expressed safety concerns regarding the large concrete storm drain covers. A number of them are located very close to the edge of the streets and are extremely difficult to see in dimly lit areas within Lakewood Links, especially when one encounters oncoming headlights at night. The Board President has already begun discussions with the Director of the County's Public Works Department to determine what, if anything, the County may be able to do to make the storm drains more visible at night. The Board will continue working on this problem.

Another issue raised at the annual meeting was the limited amount of Christmas décor at the front entrance this past Christmas. The Board will work with some of the neighborhood ladies to improve the appearance of the main entrance during the next Christmas season. Volunteers to help with this project would be greatly appreciated.

Treasurer's Notes

Lakewood Links Property Owners' Association
Proposed 2018 Budget

Balance as of January 1, 2018	$ 4,886.12
2018 Revenue (270* x $133.00)	$ 35,910.00
Projected 2018 Working Capital	**$ 40,796.12**

2018 Budget
(adding 3% to 2017 monies spent)

2018 Property Taxes	$56.60
Office Expense	$668.48
Insurance	$1,365.78
Professional Fees	$1,000.00
Admin Labor	$3,399.00
Utilities	$13,670.25
Lawn Care	$8,731.04
Projects	$7,805.35
10% Reserve	$4,079.61

* 270 is the number of properties that comprise the Lakewood Links Association.



Architectural Review Board Notes

The membership elected Rory Hair and Bill Ling as new members of the Architectural Review Board and the LLPOA Board selected Bill Salyer, Charlie Carr, and David Dotseth to serve on the ARB. The ARB members named Charlie Carr as ARB Chairman.

Association members are reminded that any modification to their residence or their real property including additional buildings requires Architectural Review Board (ARB) approval. To facilitate the approval process the ARB developed a standardized "Application for Architectural Approval" (a copy of which is attached).

It should be noted that during the past year over 90% of ARB requests were approved; these requests ranged from outbuildings, fences, pool, solar panels to a pergola and a gazebo to mention a few.

Members who may have questions regarding the approval requirements or process can contact the Architectural Review Board via e-mail at llpoasumter@gmail.com. The ARB stands ready to assist with any member questions or concerns.

The following is a brief recap of ARB criterion for some of the more frequently raised questions:

Fences
Only fencing of the backyard is permitted; the fence cannot extend further forward than the midway point of the sides of the house --- 4 ft. maximum height --- See through, not solid construction --- Coated black chain link, brick, black wrought iron or black aluminum or combination of brick and black metal --- 6 ft. chain link is not allowed.

Outbuildings/Garages
Building cannot be portable or prefabricated --- Construction material, including shingles, must match those of the home, i.e. hardy board home – hardy board outbuilding/garage; brick home – matching brick outbuilding/garage --- Building must be in compliance with all state and county codes and ordinances.

New Home Construction
Minimum size is 2000 heated square feet --- Minimum of 8/12 roof pitch with architectural shingles

Pools
Inground only --- No above ground pools.

Tree Removal
No trees of any kind may be removed without the written approval of the Architectural Review Board.

Parking
Parking is restricted to the concrete drive of the home --- Concrete drives of the home are designated as appropriate parking location for all vehicles – If a homeowner has more vehicles than available space for parking, the home owner should submit a request to the ARB for approval to expand their driveway pavement --- Parking must comply with all state and county laws and ordinances.

Lakewood Links Property Owners Association
ARCHITECTURAL REVIEW BOARD
APPLICATION FOR ARCHITECTURAL APPROVAL

Property Owner's Name:			**Date:**
Property Address:			**Lot #:**
Telephone:	**Home:**	**Work:**	
E-mail:			
Estimated Completion Date:			
Contractors Name and Telephone (if applicable):			
Reason for the Change or Addition:			

Project Type:

Addition	Deck/Patio	Fence	Landscaping	Other
☐	☐	☐	☐	☐

Project Description: Please describe **briefly** the proposed change or addition. Cite materials to be used and proposed color(s). Describe similarities to existing structures, if applicable. Use a separate sheet of paper if necessary. Please attach clear, legible drawings.

Send completed form to: LLPOA ARB – 3500 Greenview Pkwy, Sumter SC 29150 – LLPOAsumter@gmail.com

ARB Approval ☐	**Conditional Approval** ☐	**Disapproval** ☐
ARB Comments:		
Signed: (ARB Chairperson):		**Date:**

NEXTDOOR.com

We see that a growing number of neighbors are joining the NEXTDOOR online social network. We just want to emphasize that this program was not initiated by the Association Board nor is it an element of the Association. The Board also does not plan to use NEXTDOOR postings as a regular means of communication with our members. That being said, the Board strongly encourages communications between neighbors and the majority of our Board members have joined the NEXTDOOR network. The Board is also looking to re-energize the Association's moribund Facebook page and start having more frequent updates and postings.

North Entrance

One of the most frequently asked questions is why the Lakewood Links Property Owners' Association doesn't do something to improve the appearance of the north entrance into Lakewood (the entrance closest to the traffic light). This question is most often asked by our members who live on Tidewater Drive and Prestwick Court who find the north entrance to be the most convenient to their residences.

The short answer is that the north entrance is not part of the Lakewood Links subdivision. Our Association doesn't own the north entrance property so we have no authority to do any work to either improve or maintain the north entrance. The north entrance is part of the Lakewood Estates subdivision.

Lakewood is comprised of two separate subdivisions; Lakewood Estates and Lakewood Links. It is a somewhat confusing situation but we will try to provide a very general explanation.....

The property currently comprising Lakewood was owned for years by the DesChamps family. In the 1970's the DesChamps land was sold to investors who apparently began selling residential lots and established the Lakewood Estates subdivision. The Restrictive Covenants for Lakewood Estates were filed at the Courthouse in August 1978. Lakewood Estates currently consists of all of the properties on Waverly Drive and the majority of the properties on Lakewood Drive. (Of the nearly 90 properties on Lakewood Drive only 21 properties, primarily near the Lakewood Drive/Torrey Pines Drive intersection, are part of our subdivision.) Our understanding is that at some point the original group of investors sold the majority of the remaining property originally purchased from the DesChamps family to another group of investors who developed the Links at Lakewood golf course. These investors then developed the remaining property which wasn't used for the golf course into residential lots and established the Lakewood Links subdivision with the Lakewood Links Restrictive Covenants being filed at the Courthouse in December 1988.

A number of years ago our Board approached members of the Lakewood Estates subdivision about possibly combining our two Associations but we were told that they were not interested in merging with us. So, Lakewood remains divided into two separate subdivisions.

Upper Lakewood Pond Owners Association

Since we have a number of new residents in the community, the Pond Association has provided a brief overview of the operations and use of the large pond in Lakewood Links.

The pond is not a community-wide amenity. It is a private pond owned and maintained by the owners of properties bordering the pond. These property owners pay annual Pond Association membership dues, in addition to their annual Property Owner Association dues. Use of the pond is limited to those families who actually live on the pond and pay for its maintenance.

The Pond Association has an elected Board of Directors responsible for using the collected fees to stock and maintain the pond, and pay taxes, insurance, etc. The only fishing allowed is by Pond Association members and guests of members and only from their own property or their own boat launched from their property. NO ONE may fish from bridges, roadways or banks along the pond (excepting a member's own property).

The Upper Lakewood Pond Owners Association Board can be contacted by e-mail at dankrewson@ftc-i.net.

Dog Business



We received several complaints or comments this past year regarding residents allowing their dogs to defecate on other individual's lawns or private property. In researching this issue on Google, we found articles regarding "creative lawyers" who were pursuing trespassing or vandalism charges against pet owners who repeatedly allowed their dog to do "their business" on a neighbor's lawn. The bottom line of the article was that whether the attorney won the case or not, he could make it very inconvenient and/or expensive for the offending party.

A member of the Board also contacted Sumter County Animal Control and asked them about their policy or response should someone be able to prove that an individual was allowing their dog to defecate on a neighbor's lawn. The Animal Control representative said that, preferably, they would like some proof, i.e. a picture or video of the offense, but at a minimum, even without specific proof, the individual filing the complaint would have to be able to provide the home address of the offending party. If their office is given a home address Animal Control would send an officer to personally talk to the accused individual. It was specifically asked whether a complaint about someone allowing their dog to poop on someone else's lawn would just be looked at as a trivial complaint and we were told "No" that it was considered an actionable problem.

I, Eugene M. DuCom, swear that the following statements are true and accurate to the best of my knowledge.

In November 2007 Mr. Paris submitted a request to build a 6 FT high brick wall. David Johnston and I went to the property to better understand his desires. We explained to Mr. Paris that current restrictions restricted fences to a non privacy design and that a brick fence could not be solid and that a fence could not extend forward of the rear of the house. The Architectural Review Board (ARB) met on 27 November to discuss the wall request. The board voted to disapprove the request. Tim Clepper provided the response to Mr. Paris. I have been unable to locate a copy of the signed original response but have attached an unsigned copy of the letter.

In early 2008 I noted that Mr. Paris had erected fence type posts along the same location that he had requested the brick wall for. Gobe McElveen and I stopped by and talked with Mr. Paris to see if he intended to build a wall. He indicated that he was not but did not indicate what his plans were.

On 30 April I noted that Mr. Paris had constructed a 6 FT high wooden wall. I sent an e-mail to other board members to see if they knew anything about it and to ensure it was in fact his wall and not the neighbors. David Johnston responded that he had talked to Mr. Paris while he was constructing the wall. He indicated that Mr. Paris told him that he was going to put the wall up and it was going to stay until the trees he planted were 6 feet tall and that there wasn't a thing we could do about it. The board also received e-mails and verbal questions from various residents questioning the legality of the wall. Photos of wall from both sides provided.

The board contacted our Attorney, John Miles, to initiate legal action requiring Mr. Paris to remove the wood wall.

On 30 May 2008 Mr. Paris submitted a request to install a black vinyl chain link fence from the rear of his property up to the current wood wall he has constructed. Although the black vinyl fence is of the type normally approved the ARB disapproved the request because the proposed fence would run up to and abut the current wood wall he has constructed. The board felt that this would not be aesthetically pleasing. The board indicated in the response to Mr. Paris that removal of the wood wall would eliminate the negative aesthetic consideration.

In regards to Mr. Paris' counter suit the following is provided:

At the annual property owners meeting in January 2005 the decision was made to restrict the types of fences that would be allowed. 6 FT privacy fences would not be allowed. A blanket exception was allowed for those homeowners whose property backed to Highway 15. All fences constructed prior to this meeting were grandfathered.

The fence at 660 Torrey Pines Drive was constructed prior to January 2005.



The fence at 3460 Green View Parkway was constructed prior to January 2005.

I cannot address the question of the location of the house at 3325 Green View not being in line with the house whose property it abuts. I do not know that this is addressed in the covenants. The ARB is required to approve the plans for a new home which would include location on a lot. Among other things the board would take into consideration the shape of the lot and if the proposed location would block the pond view of existing homes.

With exception of Highway 15 fences previously discussed the ARB has only approved one wood fence since the January 2005 meeting. A wood fence in rear of property was approved for 2955 Sylvan Way to block the view of adjoining property. This adjoining property was not being maintained and had a lot of junk on it. This property was not subject to our covenants and therefore the board could not take action to have the owner clean up the property.

Owner at 3005 Tidewater Drive verbally requested a 6 Ft wood privacy fence. The board discussed the request with the owner and a written request was submitted and approved for a black or green vinyl hurricane fence.

Owner at 765 Lakewood Drive submitted a request for a 6 Ft white vinyl fence like Mr. Paris has requested. This request was disapproved 10 February 2007.

Owner at 40 Laval Ct constructed a 6 Ft white vinyl fence after being briefed verbally by board members that it was not legal. Owner was required to remove the fence.

Owner at 3425 Green View Parkway requested a 6 Ft white vinyl fence. Request was disapproved.

Eugene M. DuCom

President, LLPOA

COCKERILL INVENTORY OF FENCES 2017

CARR ON-SITE INSPECTION INVENTORY

ADDRESS	TYPE FENCE	DISPOSITION
100 Baniff Springs	Wooden Stockade Fence	Approved 2000
3265 Greenview Parkway	Wooden Picket Fence	Approved 2000
3456 Green View Pkwy	White Vinyl Stockade Fence	Grandfathered 04-6-18
3460 Green View Pkwy	White Vinyl Stockade Fence	Const. Prior to 01-05
55 Killarney Lane	Wooden Picket Fence	Picket Fence
3050 LaCosta Ct.	White Vinyl Picket Fence	Brick Fence Now
405 Lakewood Drive	White Wooden Stockade	Lakewood Estates
20 Laval Ct.	Wooden Stockade Fence	Back side of lot
70 Prestwick	Tall chain link and wooden	Lakewood Links
80 Prestwick Ct.	Wooden Stockade Fence	Lakewood Links
2915 Tidewater Dr.	Wooden Stockade Fence	Approved 2000
2985 Tidewater Dr.	Wooden Stockade Fence	Lakewood Links
2995 Tidewater Dr.	Wooden Stockade Fence	Lakewood Links
3000 Tidewater Dr.	Wooden Picket Fence	Picket fence
3005 Tidewater Dr.	Tall Black Chain Link Fence	Approved 2007 (Carr)
3015 Tidewater Dr.		Colwood, not part of LLPOA (Gary)
3020 Tidewater Dr.	Wooden Stockade one side	Border Lakewood Estates
3025 Tidewater Dr.	Wooden Stockade Fence	Lakewood Links
670 Torey Pines Dr.	Wooden Stockade Fence	Lakewood Links
760 Torey Pines Dr.	White Vinyl Picket Fence	No Vinyl Fence now
790 Torrey Pines Dr.	White Vinyl Stockade Fence	Grandfathered 04-16-18
850 Torrey Pines Dr.	Wooden Stockade Fence	Approved 2000
860 Torrey Pines Dr.	Wooden Picket Fence	Picket fence
10 Turnberry Ct.	Wooden Stockade Fence	Lakewood Links
2996 Waverly Dr.	Brown Wooden (Wrong Address)	Lakewood Estates
40 Glen Abby	Wooden Picket fence	Backyard Pool

.

exhibitindexes.com #496
Plaintiff's Exhibit
29
10-4-24

2751 Burning Tree Rd
Sumter,SC 29154
09/16/2000

Dear Mr Kolb,

We are in the process of purchasing the home being built on lot # 247,100Banff Springs Court,Lakewood. We would like permission to put up a 4 to 5 foot privacy fence in the rear yard of the property, this property does not back up to or connect in anyway to any of the golf course fairways, also a privacy fence is needed because of the lay out of the lots, two of the homes on the lots are at such an angle, we are looking directly in the rear of each others homes from our yards. Both parties will need a fence to give us a little extra privacy.

Sincerely

Joel D Simpson - Valerie R. Simpson
Joel D. Simpson and Valerie R. Simpson

Century 21
Hawkins & Kolb
688 Bultman Drive
Sumter, South Carolina 29150-2576
Office (803) 773-1477 or 800-223-5821
Fax (803) 773-5630
E-mail c21hawkolb@ftc-i.net
Website Web.InfoAve.Net/~C21HAWKOLB

Office
1958

May 22, 2000

Alan & Susan Simmons
935 Muirfield Ct.
Sumter, SC 29150

Dear Mr. & Mrs. Simmons:

The Architectural Review Committee for Lakewood Links Subdivision has reviewed your submitted plan for a chain-link fence on your property. Though there were differing opinions, even with the green coating on the fence, it was decided the plan would be acceptable with the landscaping along the front to conceal it from the street.

Sincerely,

O. Mack Kolb
Broker-in-Charge

PI Disc Resp 1365

Century 21
Hawkins & Kolb
688 Bultman Drive
Sumter, South Carolina 29150-2576
Business (803) 773-1477
Toll Free (800) 223-5821
Fax (803) 773-5630
E-mail c21hawkolb@infoave.net
Web.InfoAve.Net/~C21HAWKOLB

Architectural Review Committee – Lakewood Links

The attached plans have been reviewed by the Architectural Review Committee for Lakewood Links Subdivision. The following is their decision:

	Approve	Disapprove	Approve with the following modifications:
John Quackenbush	☒	☐	☐
Burke Watson, Jr.	☒	☐	☐
O. Mack Kolb	☐	☐	☐
Ben Griffith	☐	☐	☐
Bill Nock	☐	☐	☐
Ben Abbott	☒	☐	☐ Need to use the 56'x70' Proposal now

PI Disc Resp 1366

ALAN AND SUSAN SIMMONS
935 Muirfield Court
Sumter, South Carolina 29150
Telephone: (803) 481-3997

May 7, 2000

Mr. Mack Kolb
Century 21 Hawkins & Kolb
688 Bultman Drive
Sumter, South Carolina 29150

Dear Mr. Kolb:

We are presently residing at the above address in Lakewood Links and are requesting that we, as homeowners, be allowed to fence in our backyard along the golf course. We presently have three dogs, which we plan to keep. The purpose of the fence will serve as protection for our pets, along with respect for both the golfers and neighbors.

Enclosed, you will find a copy of the plat showing our property and our proposed plans for fencing in our back yard. We are however, enclosing two proposals for your review.

(1) Fence in the entire back yard with the understanding that we will obscure the fence by shrubbery. We are planning to have the green vinyl coated chain-link fence which we feel will be more cosmetic in appearance. The fence will be offset a few feet from the property line along the 14th fairway adjacent to the women's tee..

(2) Fence in a portion approximately 55 feet out from the corners of our house. (Please note the enclosed plans).

We are in hopes of your approving proposal #1 as this was our original plan. We were told upon purchase of our house, by the previous Board, that we could do so.

Thank you for your prompt consideration in this request.

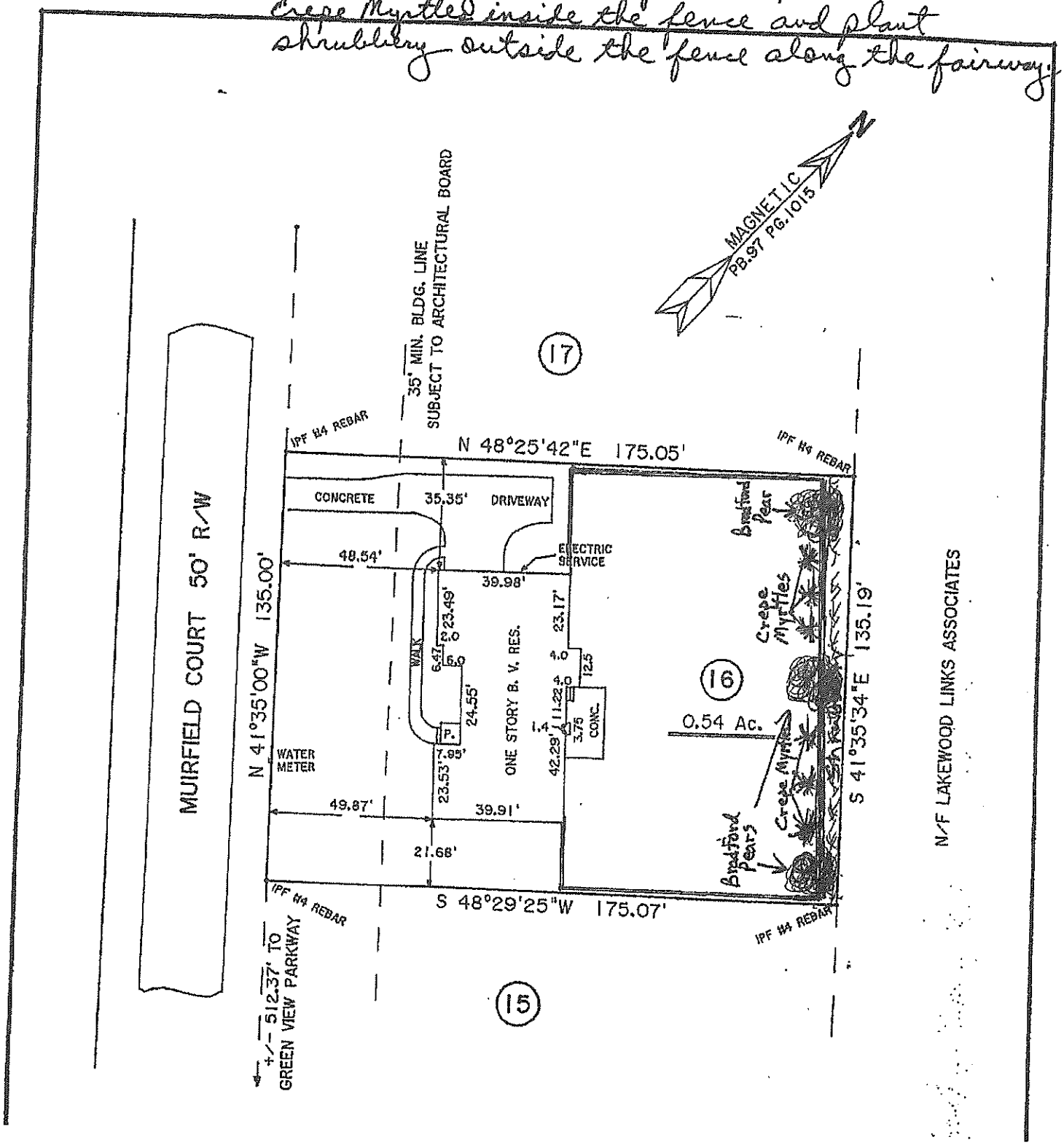
Sincerely,

Al Simmons

Alan N. Simmons

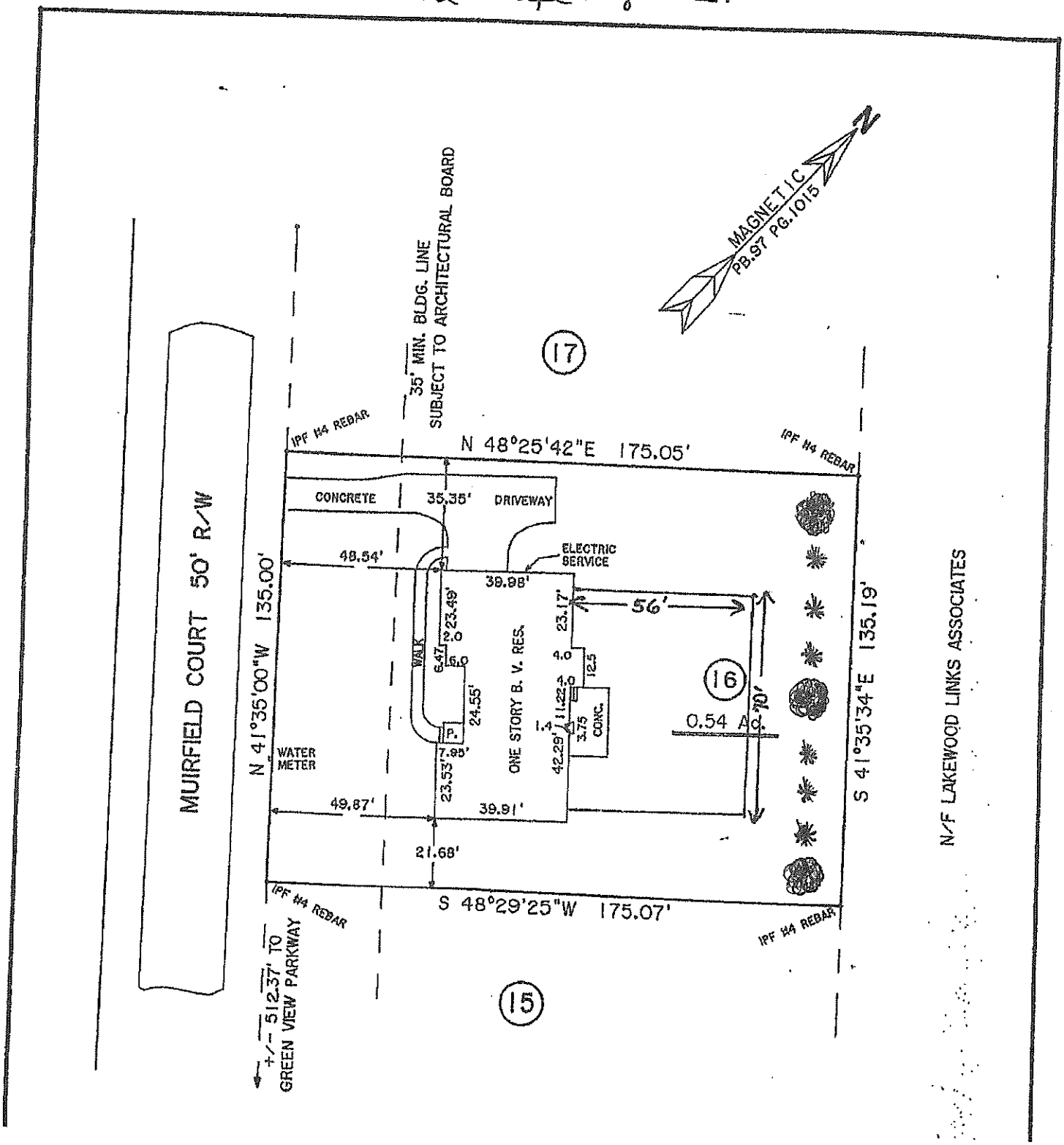
ANS/srs

Proposal #1: Fencing entire back yard with vinyl coated green chain link. The fence is off-set 5-10 feet from the property line adjacent to the 14th fairway due to sloping and drainage. We hope to keep the trees and Crepe Myrtles inside the fence and plant shrubbery outside the fence along the fairway.



PI Disc Resp 1368

Proposal #2: Fencing a 56' x 70' portion of the back yard with vinyl coated green chain link. The property line adjacent to the 14th fairway has been planted with Bradford Pears and Crepe Myrtles.



PI Disc Resp 1369

Century 21
Hawkins & Kolb
688 Bultman Drive
Sumter, South Carolina 29150-2576
Office (803) 773-1477 or 800-223-5821
Fax (803) 773-5630
E-mail c21hawkolb@ftc-i.net
Website Web.InfoAve.Net/~C21HAWKOLB

Office
1998

Architectural Review Committee - Lakewood Links

The Architectural Review Committee for Lakewood Links Subdivision has reviewed the attached plans and their decision is as follows:

	Approve	Disapprove	Approve with the following modifications
John Quackenbush	☑	☐	
Burke Watson, Jr.	☐	☐	
O. Mack Kolb	☑	☐	Rear of fence to be offset of property line and shrubs planted adjacent to golf course
Ben Griffith	☑	☐	"
Bill Nock	☐	☐	
Ben Abbott	☐	☐	

PI Disc Resp 1360

Fence Purchase and Installation Estimate:

For: Robert and Jamie Speel
940 Muirfield Court
Lakewood Links Subdivision
Sumter, SC 29150
Ph. (803) 481-7965

By: David Spink Fence Co.
3805 Colony Circle
Sumter, SC 29153
Ph. (803) 469-3803
e-mail **david@spinkfence.com**

Material Construction:

"Green- Plastic Coated" wire mesh type fence with green powder-coated terminal posts, line posts, top rails, and tension bars…

Gates and Entrance Ways:

There will be one drive-through gate installed at the end of the driveway (next to the garage), and one walk-through gate on the opposite side of the house installed. The materials used for the gates will be of the same material used in the fence.

Total Fence Footage:

Approximately 362'

Estimated Total Cost:

$2,600.00 (Two thousand six hundred dollars)

Date of Estimate:

July 13, 2001 @ 2:15 PM

Fence Installation Estimate:

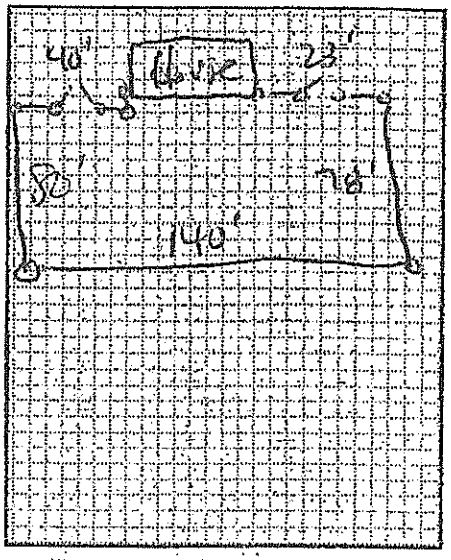
For: Robert and Jamie Speel
940 Muirfield Court
Lakewood Links Subdivision
Sumter, SC 29150
Ph. (803) 481-7965

SPINK FENCE CO.

3805 Colony Cir.
Sumter, SC 29153

phone~ (803) 469-3803
e-mail~ david@spinkfence.com
web~ www.spinkfence.com

QTY.	DESCRIPTION	ITEM #
	4' x 50' roll 9ga. 2 3/8"mesh wire	56204
	Terminal Post 2 3/8"x 6' 17ga	30173
	Line Post 1 5/8"x 5.5' 17ga	30191
	Top Rail 1 3/8"x 21' 17ga	30005
	Tension Bar 3/16"x 5/8"x 46"	13603
	Tension Band 2 3/8"	10104
	Brace Band 2 3/8"	10304
	LoopCap 1 5/8"x 1 3/8"	11901
	Post Cap 2 3/8"	11304
	Rail End 1 3/8"	12301
	Fence Ties 11.5ga.x 6.5"	23555
1	48"x 4' Walk Gate (sq. frm.)	asb.
1	48"x 12' Drive Gate (sq. frm)	asb.
	Post Hinge 2 3/8"	48142
	Gate Hinge 1 3/8"	48053
	Gate Latch 1 3/8"x 2 3/8"	16705
	Latch drive gate 1 3/8"	61277
	5/16"x 1 1/2" Bolt/Nut	10702
	5/16"x 2" Bolt/Nut	10715
	3/8"x 3" Bolt/Nut	10710
	Concrete (Pounds)	vrb.



COLORS

TOTAL FOOTAGE- 362'

Estimate Total- $2600.00

CUSTOMER Speel
ADDRESS

PHONE #
DATE 7/13/01

Please Note

We at Spink Fence Co. can not be responsible for mis-placed fences due to incorrect or absent property line markers. We require all customers to clearly determine and define all property boundaries in the prospective fence area to reduce any dispute which could occur in the future.

Also, customer shall be responible for any site clearing, grading and preparations needed to properly install the fence in accordance with A.S.T.M guidelines. For fence to be "straight" along the top, the bottom of fence shall be at ground level plus or minus two (2) inches. If these tolerances are unacceptable, please let us know before work begins to ensure an installation which will be satisfactory for you. We think you will find Spink Fence to have the highest quality and the most reasonably priced fence around. If you have any questions please feel free to call and ask; service is our specialty!

** All invoices must be paid upon completion **

PI Disc Resp 1368

Century 21
Hawkins & Kolb
668 Bultman Drive
Sumter, South Carolina 29150-2576
Office (803) 773-1477 or 800-223-5821
Fax (803) 773-5630
E-mail c21hawkolb@ftc-i.net
Website Web.InfoAve.Net/~C21HAWKOLB

Architectural Review Committee - Lakewood Links

The Architectural Review Committee for Lakewood Links Subdivision has reviewed the attached plans and their decision is as follows: Install landscaping on exterior side of fence towards golf course

	Approve	Disapprove	Approve with the following modifications
John Quackenbush	☑	☐	_____
Burke Watson, Jr.	☐	☐	_____
O. Mack Kolb	☑	☐	_____
Ben Griffith	☐	☐	_____
Bill Nock	☐	☐	_____
Ben Abbott	☑	☐	_____

PI Disc Resp 1368

AAA FENCE CO. INC.

849 S. GUIGNARD • P.O. BOX 2461
SUMTER, SC 29151-2461
PHONE 773-2761

DATE 5-3-2001

SOLD TO Lorne Wyatt
ADDRESS 945 Muirfield dr. Lakewood Zone
LOCATION Sumter, S.C. 29150
SOURCE OF LEAD
TELEPHONE NUMBER [redacted]
JOB LOG NO. 5063058

Total Height 4' G.V.
Post Spaced 10' Max.
Style Fence Chain Link
Gauge ☐ 9 ☐ 11½
Knuckled ☐
Safeguard ☐

TERMS
Cash Upon Completion ☐
F.H.A. ☐ Budget ☐

SPECIFICATIONS: All work will be performed in a workmanlike manner and in accordance with standard practice.

Check Caption Preferred		Additional Specifications
Top Rail	☐ 1⅜" O.D.	Top Rail ____ O.D.
Line Post	☐ 1⅝" O.D.	Line Post ____ O.D.
End Post	☐ 2½" O.D.	End Post ____ O.D.
Corner Post	☐ 2½" O.D.	Corner Post ____ O.D.
Walk Gate Post	☐ 2½" O.D.	Walk Gate Post ____ O.D.
Drive Gate Posts	☐ 2½" O.D.	Drive Gate Posts ____ O.D.
Gate Frames	☐ 1⅜" O.D.	Gate Frames ____ O.D.

KEY
Fence to be erected
Tie-ons (Get permission) X
Terminal post O
Existing fence XXXXX
Walk gate
Double gate
Clothes post location must be shown on plan
Indicate if sides are shared

No. of Feet 259
Height
Wood
Style
W. Gate 2-3'
Dr. Gate 1-12'

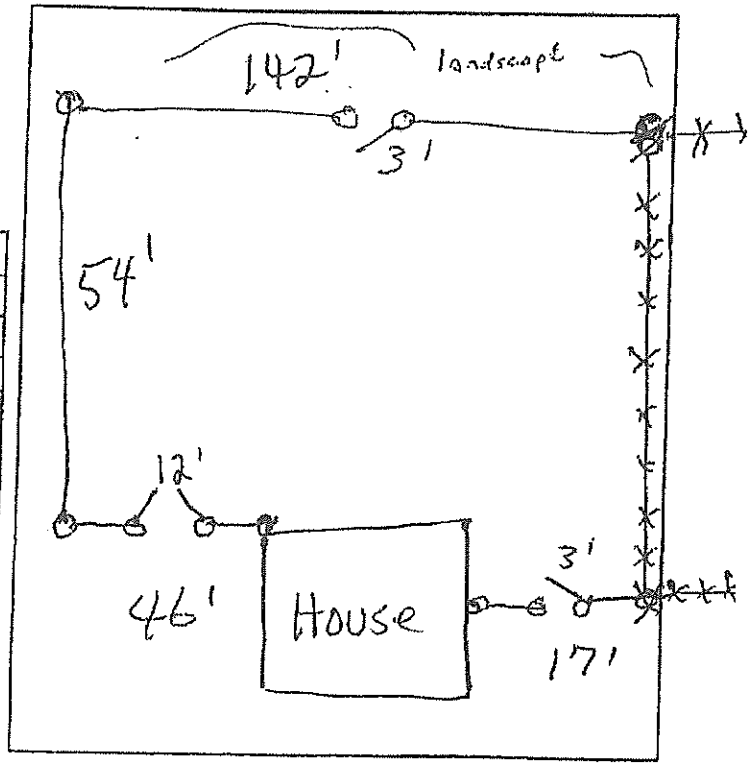
Top Rail of Fence to Follow Ground ☐
Be Level With Lowest Grade ☐
Be Level With Highest Grade ☐

Terminal Post Ornaments:
☐ Domes

Gate Ornaments:
☐ Dogs

All posts set in concrete.

SKETCH



QUANTITY	

Gate Hardware
Black ☐
Galv. ☐

Top Design

NOTES
All Materials
Green Vinyl

FOR YOUR PROTECTION
ON PAYMENTS TO US, USE CHECK OR MONEY ORDER PAYABLE TO COMPANY AS SHOWN ON HEADING OF THIS SALES CONTRACT.
(DO NOT PAY BY CURRENCY)

Total [illegible]
Tax
Down
TOTAL $1,914.00

Salesman Chuck Andrews
Sales Manager
Accepted for the Company

CONTRACT CONDITIONS
MORE OR LESS MATERIAL OTHER THAN AMOUNT CONTRACTED FOR WILL BE DEBITED OR CREDITED AT CURRENT RATE
ACCEPTANCE—The above proposal when accepted by the Company, at its main office, becomes a contract between two parties and is not subject to cancellation.
Silence on the part of the Company shall not be construed as an acceptance of this proposa
In case Payment is not made as specified in (Terms of Payment) the Company reserves right to repossess all materials used on this job without recourse PROPERTY OWNER solely responsible for locating, staking and clearing fence lines. Purchaser also agrees the the Company will not be held responsible or liable for any damage of any nature to unsee ground obstructions, and understands there is no warranty on wood fence materials.
NOTICE If contract is changed after the erection crew delivers the material there will be a $7.50 per hour charge for time lost
If contract is cancelled a 25% charge of the total contract price will be charged.

ACCEPTED

PI Disc Resp 1360

Form No. 105C

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN. THERE ARE NO ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN. NO WARRANTY IS STATED OR IMPLIED AS TO WETLANDS OR UNDERGROUND FEATURES AND STRUCTURES.

LEGEND:

IRON, OLD □

IRON, NEW ○

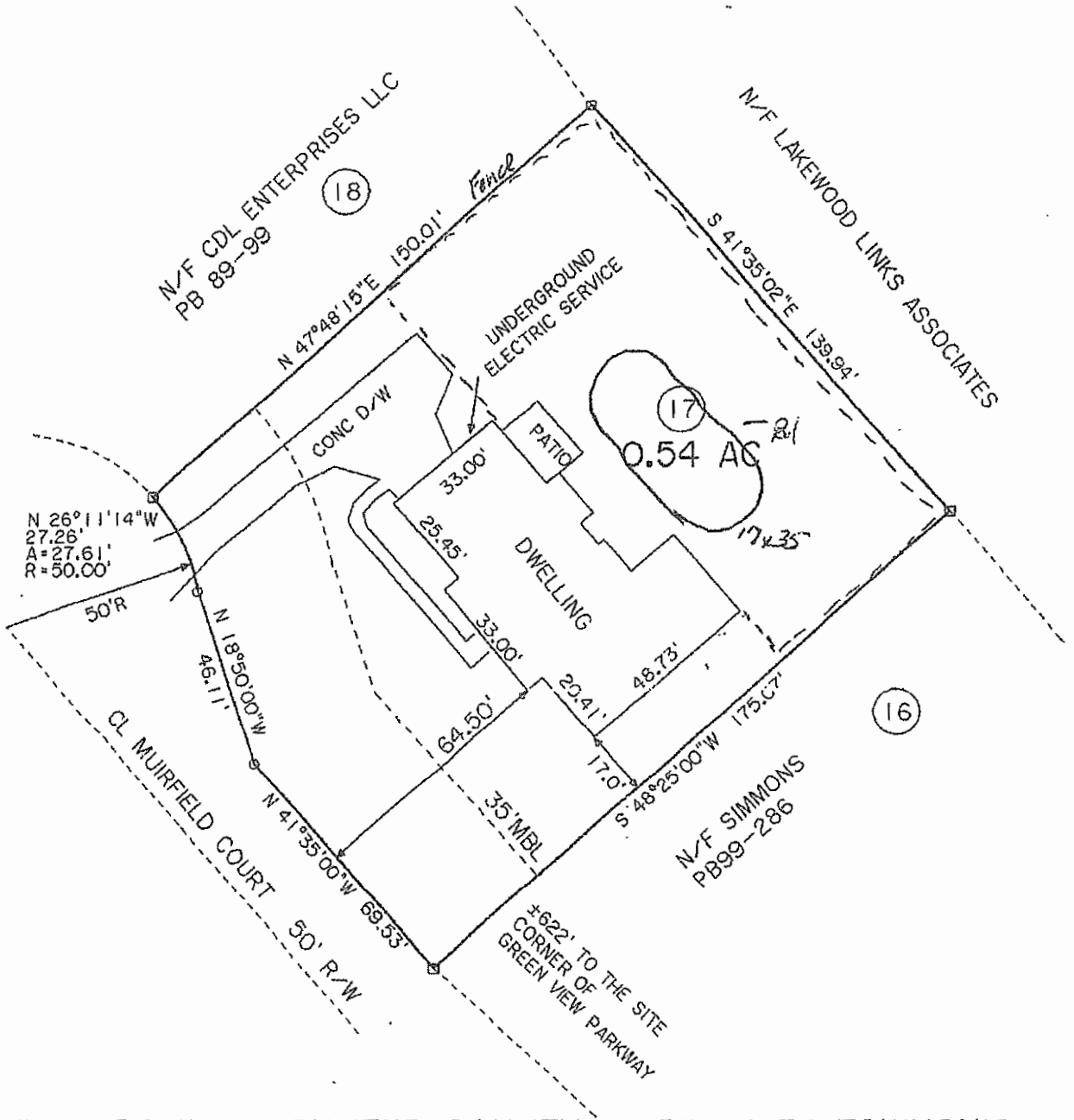
NOT SET <

LINE DIRECTION: BEARING

DISTANCES: FEET

ALL IRONS ARE NO. 4 REBAR UNLESS OTHERWISE NOTED.

THIS PROPERTY DOES NOT FALL WITHIN A 100 YEAR FLOOD HAZARD AREA AS DESIGNATED ON THE PHASE 1 PLAT OF LAKEWOOD LINKS FILED IN PLAT BOOK 88 AT PAGE 1292.



SOUTH CAROLINA SUMTER COUNTY PRIVATEER TOWNSHIP

THE PLAT SHOWN ABOVE REPRESETNS A RESURVEY OF LOT 17 AS SHOWN ON A SUBDIVISION PLAT OF LAKEWOOD LINKS PHASE1 FILED IN PLAT BOOK 88 AT PAE 1292. THIS PROPERTY IS LOCATED AT 945 MUIRFIELD COURT AND IS TO BE CONVEYED TO LORNE D. WYATT AND CYNTHIA L. GAINER.

Century 21
Hawkins & Kolb
688 Bultman Drive
Sumter, South Carolina 29150-2576
Office (803) 773-1477 or 800-223-5821
Fax (803) 773-5630
E-mail c21hawkolb@ftc-i.net
Website Web.InfoAve.Net/~C21HAWKOLB

Office
1998

COPY

July 16, 2001

Robert and Sharon Elrod
850 Torrey Pines Dr.
Sumter, SC 29150

Re: lot 203 Lakewood

Dear Robert and Sharon:

The architectural review committee for Lakewood Links hereby approves your request for permission to install an 18x36 inground pool which will be enclosed with a six ft. high wood privacy fence.

Sincerely,

Mack Kolb
Broker-in-Charge

jr

PI Disc Resp 1350

July 8, 2001

Lakewood Links Associates
Lakewood Subdivision

Robert H. Elrod and Sharon J. Elrod owners of lot #203 in Lakewood Subdivision plan to build an inground swimming pool in the back yard of this lot. The pool will be 18' X 36' with liner and manufactured by Kefko and installed by Jeff Merry of Pools Plus. This pool will be of top quality. The pool area will be fully landscaped with a fence five feet tall completely enclosing the pool. 6' wood

If you have any questions or would like to view this area please contact:

Robert or Sharon Elrod
850 Torrey Pines Drive
481-2949

Thanks for your consideration

Robert Elrod

Robert Elrod

Century 21
Hawkins & Kolb
688 Bultman Drive
Sumter, South Carolina 29150-2576
Office (803) 773-1477 or 800-223-5821
Fax (803) 773-5630
E-mail c21hawkolb@ftc-i.net
Website Web.InfoAve.Net/~C21HAWKOLB
Office
1398

June 25, 2001

Mr. & Mrs. John Beck
c/o Sam Hopkins
Realty World Universal Properties

Dear Mr. & Mrs. Beck:

The Architectural Review Committee for Lakewood Links has evaluated your request for proposed improvements at 465 Lakewood Drive. We hereby approve the plan for a detached garage/storage addition, as shown on attached Exhibit A. The roof pitch, brick, shingles and trim color must match existing house. The removal of the trees and installation of the privacy fence is also approved, as per your description.

Sincerely,

O. Mack Kolb
Broker-in-Charge

PI Disc Resp 1358

June 20, 2001

TO:

Lakewood Links Association
Review Board

FROM:

Mr. & Mrs. John Beck, P.E.

CONCERNING:
Proposed Addition to
Property - 465 Lakewood Drive

Dear Sirs,

We are currently in the process of purchasing the home at 465 Lakewwod Drive. We are requesting to make some improvements on the property that would fit within the guidelines and restrictions of the Lakewood Association. *We have attached a copy of the survey with proposed plan.*

Details of the proposed plan would be:

1) to selectively remove two trees from the front of the property and two trees from the back of the property.

2)to construct a 1 story **24ft x 36ft Garage/~~Office~~/Storage Addition detached** with a regular door & a garage door. Materials to be used will be brick/vinyl exterior with shingled roof to match existing house structure. The building will be used for extra office workspace for owners, store mowers and lawn equipment, and store seasonal, baby & personal items. Building will be built according to setbacks and to allow the septic system to work properly. *The best example of this type of structure is the detached building addition at 625 Lakewood Drive.* It is almost exactly like what we would like to build.

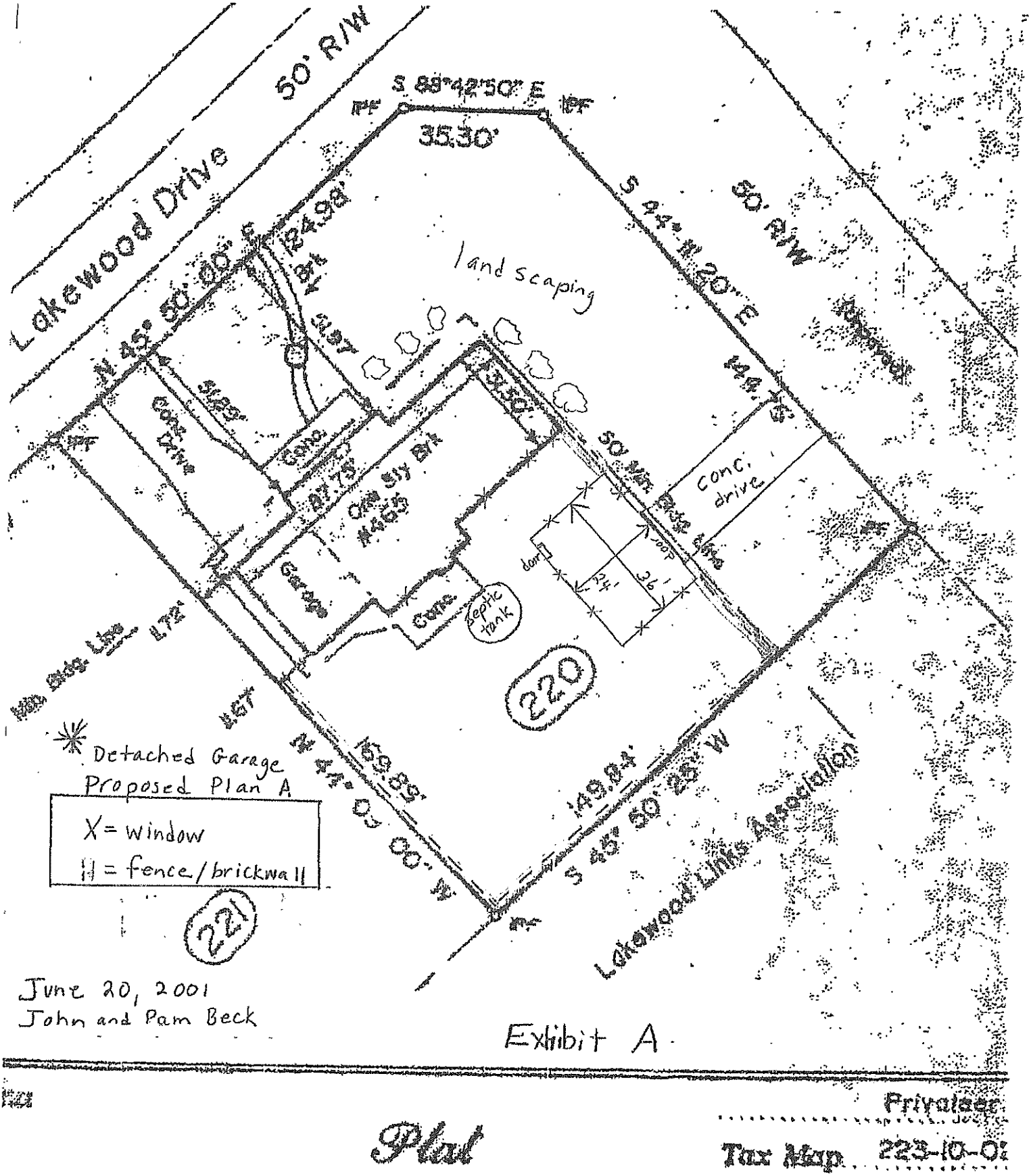
3)to put up a **4-6ft privacy fence** around the *"backyard"* only to help keep our two year old from accidentally getting out into the road. Materials to be used will be brick or wood fence. *The best example of this fence is the fence at 2920 or 2915 Tidewater Dr.* We have not yet decided which of those two materials we would use but those are the two we would chose from when it came time to build.

We are looking to improve the property and become residents of the Lakewood Subdivision. Please feel free to contact us at any time to discuss these plans. Look forward to hearing from you soon.
Thank You,

John and Pam Beck
phone 773-7055

Realtor: Sam Hopkins, ABR, GRI
phone 773-7362

PI Disc Resp 1358



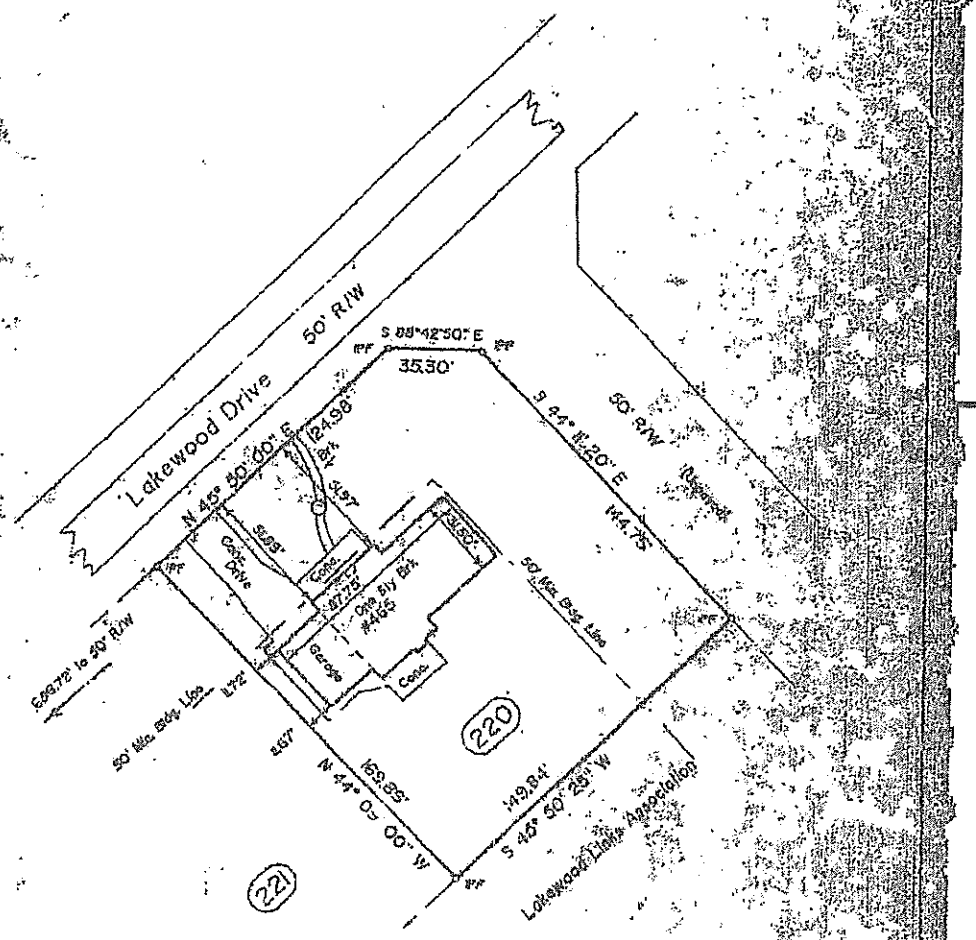
Plat

Tax Map 223-10-0

of lot 220 in Section No. 4 of "Lakewood" subdivision shown on a plat recorded in PB Z-45 page 104. The lot with improvements shown is

PI Disc Resp 1358

RECORDED
VOL: PB92 PG. 2213
DATE: 12-11-92 TIME: 2:42
RMC Sumter County, S.C.



State of South Carolina
County of Sumter

Plat

Privilege
Tax Map 225-10-02-006

of lot 220 in Section No. 4 of "Lakewood" subdivision shown on a plat recorded in PB Z-46 page 104. This lot with improvements shown is being conveyed to:

Milton I. Schlager and Bette Lee Schlager

I hereby state that to the best of my knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class A survey as specified therein; also there are no visible encroachments or projections other than shown.

SOUTH CAROLINA REGISTERED LAND SURVEYOR 8498 JULIAN B. ALLEN

FLOOD DATA: NOT IN "SPECIAL FLOOD HAZARD AREA"
Panel #: 450182 0100 B; Dated January 5, 1983

Scale 1" = 50'

PLS No. 192-586

Application: 84-34

Signed: Julian B. Allen

ALLEN-MAKELA
Land Surveyors, Inc.
JULIAN B. ALLEN
LIC. LAW RANGE
BEN J. MAKELA
SUMTER, S.C. 29150

DATE December 8, 1992

Dwg. No. SV 9041

PI Disc Resp 1358

Century 21
Hawkins & Kolb
688 Bultman Drive
Sumter, South Carolina 29150-2576
Office (803) 773-1477 or 800-223-5821
Fax (803) 773-5630
E-mail c21hawkolb@ftc-i.net
Website Web.InfoAve.Net/~C21HAWKOLB

Office 1993

Architectural Review Committee - Lakewood Links

The Architectural Review Committee for Lakewood Links Subdivision has reviewed the attached plans and their decision is as follows:

	Approve	Disapprove	Approve with the following modifications
John Quackenbush	☐	☐	_____
Burke Watson, Jr.	☐	☐	_____
O. Mack Kolb	☐	☐	_____
Ben Griffith	☐	☐	_____
Bill Nock	☐	☐	_____
Ben Abbott	☐	☐	_____

PI Disc Resp 1360

Post-it® Fax Note 7671	Date 6/18/01	# of pages ▶
To Patti	From Ben Griffith	
Co./Dept. Cont. 21	Co.	
Phone #	Phone # 7736600	
Fax #	Fax #	

June 15, 2001

TO:

Lakewood Links Association
Review Board

Mr. & Mrs. John Beck, P.E.

CONCERNING:
Proposed Addition to
Property - 465 Lakewood Drive

Dear Sirs,

We are currently in the process of purchasing the home at 465 Lakewwod Drive. We are requesting to make some improvements on the property that would fit within the guidelines and restrictions of the Lakewood Association.

Our proposed plan would be:
1) to selectively remove two trees from the front of the property and two trees from the back of the property.

2)to construct a 1 story 24ft*36ft Office/Storage Addition either attached or detached with a regular door & a garage door. Materials to be used will be brick/vinyl exterior with shingled roof to match existing house structure. The building will be used for extra office workspace for owners, store mowers and lawn equipment, and store seasonal, baby & personal items. Building will be built according to setbacks and to allow the septic system to work properly. *The best example of this type of structure is the detached building addition at 625 Lakewood Drive.* It is almost exactly like what we would like to build.

→ Roof slopes must be similar, as well.

Will "business" be conducted at this location?

3)to put up a 4-6ft privacy fence around the *"backyard"* only. Materials to be used will be brick or board panels. *The best example of this fence is the fence at 2920 or 2915 Tidewater Dr.* We have not yet decided which of those two materials we would use but those are the two we would chose from when it came time to build.

We are looking to improve the property and become residents of the Lakewood Subdivision. Please feel free to contact us at any time to discuss these plans. Look forward to hearing from you soon.

Thank You,
John & Pam Beck

John and Pam Beck
phone 773-7055

Realtor: Sam Hopkins, ABR, GRI
phone 773-7362

Note: we will submit final plans once the sale is finalized. J&P Beck

PI Disc Resp 1368

PI Disc Resp 1368

Century 21
Hawkins & Kolb
688 Bultman Drive
Sumter, South Carolina 29150-2576
Business (803) 773-1477 or (800) 223-5821
Fax (803) 773-5630
E-mail c21kolb@aol.com
Website Web.InfoAve.Net/~C21HAWKOLB

Office 1997-1999

Office 1999

February 5, 2001

Mr. & Mrs. Merck
625 Lakewood Drive
Sumter, SC 29154

Dear Mr. & Mrs. Merck:

The Architectural Review Committee for Lakewood Links Subdivision has approved your submitted drawing of the pool and stained privacy fence, for your property located at 625 Lakewood Drive.

Sincerely,

O. Mack Kolb
Broker-in-Charge

January 31, 2001

Mack Kolb
Century 21
Hawkins & Kolb
688 Bultman Drive
Sumter, SC 29150

RE: Request for Pool & Fence
625 Lakewood Drive

Dear Mack,

I have attached a hand drawing showing where we plan to put the pool and the dimensions of the fence to surround it.

The pool is a 27' above ground and we plan to build a small wood deck as shown. The fence will be even with the back of the house and be a wood (stained) privacy fence. The portion visible from the street (located between the corner of the shop and the house) will be white vinyl decorative fence.

Thank you for your consideration of this request.

Mary & Andrew Merck

90' wood Fence

30'

70'

27' Aboveground Pool

Deck

Shop

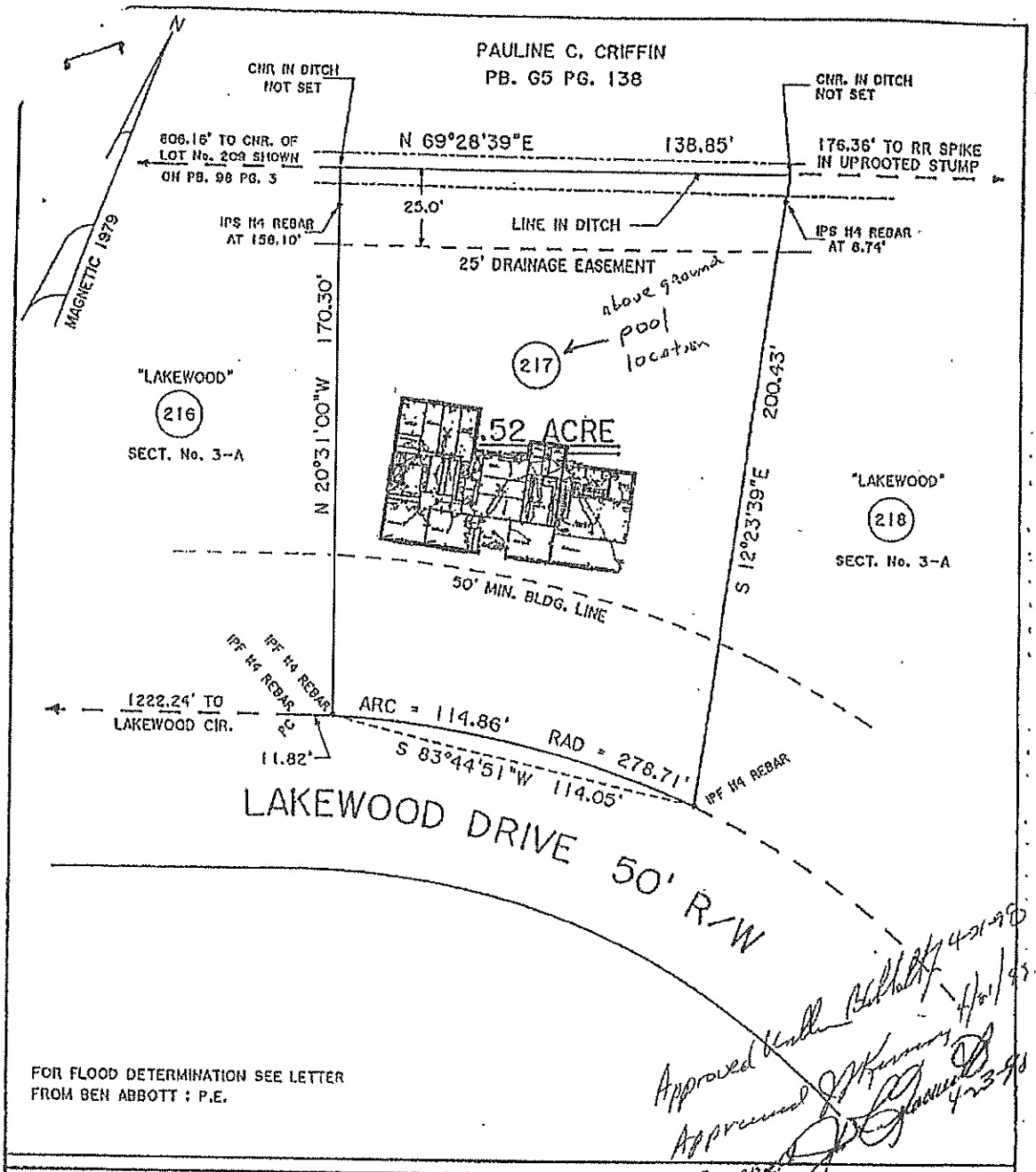
Gate White vinyl

Patio

House

PI Disc Resp 1368

989



SOUTH CAROLINA : SUMTER COUNTY : PRIVATEER TOWNSHIP
PLAT OF 625 LAKEWOOD DRIVE ; ON LOT No. 217 OF "LAKEWOOD" SUBDIVISION, SECTION No. 3-A ; SHOWN ON PLAN BY J.R. EDWARDS (10-31-1979) ; UNRECORDED.
BEING CONVEYED TO

ANDREW T. MERCK & MARY L. MERCK

SCALE: 1" = 50'
0 20 40 80
DATA: PB. 98 PG. 3

APRIL 16, 1998

I HEREBY STATE THAT TO THE BEST OF KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.
IS LOT IN F.I.A. DESIGNATED FLOOD HAZARD AREA? NOT DETERMINED
FIRM MAP No. 450182 0180 B JANUARY 5, 1989

SOUTH CAROLINA * EDWARDS LAND SURVEYORS, INC. No. C00044 * CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR No. 7255 JOSEPH R. EDWARDS

EDWARDS LAND SURVEYORS, INC.
8 EAST HAMPTON AVENUE
SUMTER, S.C. 29150
PHONE: 775-2693

THIS IS NOT A VALID DOCUMENT WITHOUT AN ORIGINAL SIGNATURE AND AN IMPRESSION SEAL

TAX PARCEL: 223-00-01-053 (PART)

Century 21 Hawkins & Kolb

688 Bultman Drive
Sumter, SC 29150
(803)773-1477 1-800-223-5821
Fax: (803) 773-5630

TO: Mary Mercer

FROM: Marie Kolb

NUMBER OF PAGES:
(INCLUDING COVER)

COMMENTS:

Approval from Architectural Committee

PT Disc Resp 136

A.



PLAINTIFF'S EXHIBIT
6
10.7.24
PENGAD 800-631-6989

B



C



D



E



F

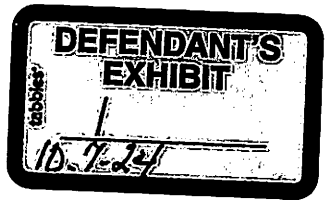


BOOK: 1265
PGS: 5784 - 5804
XMD March 5, 2020 04:19:10 PM Pgs 21
Rec: $25.00 Total: $25.00
VICKI M. MCCARTHY - REGISTER OF DEEDS SUMTER COUNTY
BY: RBC

Lakewood Links Property Owners Association, Inc

By-Laws

Lakewood Links Property Owners Association
3500 Greenview Parkway Sumter, SC 29150
LLPOAsumter@gmail.com



Ret To: Lakewood Links Property Owners Assoc.

IDENTITY

Lakewood Links Property Owners Association, Inc a South Carolina not for profit corporation, hereinafter referred to as "Association," does hereby adopt the following as its By-Laws:

PURPOSE AND DEFINITIONS

The Association has been organized for the purpose of promoting the health, safety, and welfare of the owners of lots located within Lakewood Links, a subdivision located in Sumter County, South Carolina, and performing all duties assigned to it under provisions of the "Declaration of Covenants and Restrictions" ("Declaration").

"Association" shall mean and refer to the Lakewood Links Property Owners Association, Inc., its successors and assigns.

"Common Properties" shall mean and refer to those areas of land with any improvement thereon which are deeded or leased to the Association.

"Family Dwelling Unit" shall mean and refer to any improved property intended for use as a single-family detached dwelling.

"Lot" shall mean and refer to any plot of land identified as a Lot on any recorded subdivision map of the Properties with the exception of common areas.

"Member" -- every property owner shall be a Member of the Association, provided, however, that in the case of multiple ownership of any residential lot, Family Dwelling Unit or other properties in the Subdivision there shall be a maximum of one (1) Member. In the event of such multiple ownership of any kind, including by a partnership or corporation, the name of the Property Owner designated as Member shall be submitted to the Association each year, not later than the first day of January. The Designated Member will represent the multiple property owners and vote on their behalf.

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

LOCATION OF PRINCIPAL OFFICE

The principal office of the Association shall be the home of the current President. The mailing address of the Association shall be 3500 Greenview Parkway, Sumter, South Carolina 29150.

ANNUAL AND SPECIAL MEETINGS OF MEMBERS

1. An annual meeting of the membership of the Association shall be held each year on the third Monday of January or such other month as the Board of Directors may determine. The date, time, and place of the annual meeting shall be designated by the Board of Directors. The annual meeting shall be held for the purpose of electing directors and transacting any other business authorized to be transacted by the Members.
2. Special meetings of the Members of the Association shall be held whenever called by the President or Vice President or by a majority of the Board of Directors
3. Notice of all Members' meetings, annual or special, shall be given by the President, Vice President, or Secretary or by such other officer of the Association as may be designated by the Board of Directors. Such notice shall be written or printed, shall state the time and place of the meeting and the purpose for which the meeting is called, and shall be given not less than 30 days prior to the date set for such meeting. Any notice required to be sent to any Member or Property Owner under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed, to the last known address of the person or entity who appears as owner in the public records of Sumter County, South Carolina, on the first day of the calendar month in which said notice is mailed. Proof of such mailing may be given by the affidavit of the person giving the notice and filed in the Association's minute book. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver, when filed in the records of the Association (whether executed and filed before or after the meeting), shall be deemed equivalent to the giving of notice to such Member. Notice may also be given by facsimile or e-mail with proof of transmission by affidavit by the Secretary of the Association.
4. At meetings of the membership, the President, or in his or her absence the Vice President, shall preside, or in the absence of both, the Board of Directors shall select a chairman.

MEMBERS POWER OF REFERENDUM

1. Where specifically provided for within the Declaration, Association members, or some specific portion thereof, shall have the power to approve or reject certain actions proposed to be taken by the Association by Referendum including the levy by the Association of any special assessment, and the addition or deletion of functions or services which the Association is authorized to perform.
2. In the event fifty-one (51%) percent, or more, of the votes actually returned to the Association within the specified time shall be in favor of such action, the Referendum shall be deemed to "pass" and the action voted upon will be deemed to have been authorized by the Members; provided, however, that if a higher percentage vote required to "pass" shall be specifically expressed with the Declaration, that higher percentage shall control in that instance. The Board of Directors may not undertake any action requiring a Referendum without complying with the provisions therefor.
3. In the event of a dispute as to whether a Referendum is required, the following action may be taken: Within thirty (30) days after the adoption by the Directors of any action which is, in the opinion of the Members, subject to a Referendum, a petition signed by not less than twenty-five (25%) percent of the total Membership of the Association may be filed with the Secretary of the Association requesting that any such action be either repealed or submitted to a vote of the Members.

OFFICERS

1. The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer, and a Sergeant At Arms.

2. The terms of the Board of Directors shall be; President – Three(3) years, Vice President – Three(3) years, Secretary – one(1) year, Treasurer – two (2) years, Sergeant At Arms – one(1) year. The President and Vice President shall not be elected to co-terminus terms.

3. All of the officers of the Association shall be elected by the Members at the annual meeting of the Association. If the election of such officers is not held at such meeting, such election shall be held as soon thereafter as described in these By-Laws. Each officer shall hold office until his or her successor shall have been duly elected and qualified or until his or her earlier death, resignation, or removal.

4. A vacancy in any office because of death, resignation, or other termination of service may be filled by the Board of Directors for the un-expired portion of the term.

5. All officers shall hold office at the pleasure of the Board of Directors.

6. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out, and shall sign all leases, mortgages, deeds, and all other written instruments affecting the Association.

7. The Vice President shall perform all the duties of the President in his absence. The Vice President shall perform such other acts and duties as may be assigned by the Board of Directors.

8. The Secretary shall be ex officio the Secretary of the Board of Directors and shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. The Secretary shall keep the records of the Association. The Secretary shall maintain a roster of the names of all Members of the Association, together with their addresses as registered by such Members.

9. The Treasurer shall receive and deposit in appropriate institutional accounts all monies of the Association and shall disburse such funds as may be directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer, or his appointed agent, shall keep proper books of account and shall prepare an annual budget, a statement of receipts and disbursements, and a balance sheet, and the same shall be available for inspection upon reasonable request of a Member.

(2) To prepare a roster of the Members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member.

(3) To send written notice of each assessment to every Member subject thereto.

(d) To issue or to cause an appropriate officer to issue, upon demand by any authorized person, a certificate in writing signed by an officer of the Association setting forth whether any assessment has been paid and, if not, the amount then due and owing. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

(e) To make payment of all taxes assessed against the Association Property, both real and personal.

(f) To maintain necessary insurance to cover any possible liabilities against either the Association or the Board of Directors

(g) To appoint such committees as the Board of Directors may desire and to grant to such committees such duties and responsibilities as the Board of Directors may deem advisable.

(h) To exercise for the Association all powers, duties, and authority vested in or delegated to the Association (except as may be expressly reserved to the Members) by the Declaration or by the Articles of Incorporation.

MEETINGS OF DIRECTORS

1. Regular meetings of the Board of Directors shall be held at such time and place as is provided by appropriate resolution of the Board of Directors.

2. Special meetings of the Board of Directors shall be held when called by an officer of the Association or by any two Directors.

3. Notice of regular or special meetings of the Board shall be given to each Director, personally, by mail, facsimile, telephone or e-mail at least three days prior to the day named for such meeting, which notice shall state the time and place of the meeting and, as to special meetings, the purpose of the meeting, unless such notice is waived. Notice may be waived in writing by any board Member, except in an emergency.

4. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, and any Board action taken in lieu of a meeting, shall be as valid as though made at a meeting duly held after regular call and notice, provided that, either before or after the meeting or the effective date of the action taken, each of the Directors not present signs a written waiver of notice and consent to the holding of such meeting, or an approval of the minutes thereof, or a consent to the action taken in lieu of a meeting. All such waivers, consents, or approvals shall be filed with the corporate minutes.

5. Directors may not vote by proxy or secret ballot at board meetings.

FISCAL MANAGEMENT

1. The fiscal year of the Association shall be the calendar year.

2. The Board of Directors shall adopt a budget for each fiscal year, which shall contain estimates of the cost of performing the functions of the Association, and shall levy an annual assessment based thereon against each Lot subject to assessment. The adoption of a budget shall not, however, be construed as restricting the right of the Board of Directors, at any time in their sole discretion, to levy any additional or special assessments in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation, maintenance, and management; in the event of emergencies; or in the event the Association's reserves are insufficient to cover expenditures for capital improvements or replacements. All Members shall be notified of the availability of the budget at no charge upon request.

3. Notice of the annual assessment levied against each Lot, together with a copy of the budget as adopted by the Board of Directors, shall be made available to each Member on or before December 15th of the year prior to the fiscal year for which the budget is made. The annual assessment shall be payable on January 1st and will be deemed late as of February 1st. A lien will be placed on the Lakewood Links property of any member who's unpaid Association fees/assessments are twelve months delinquent and the subsequent year's fees/assessments are also in arrears as of April 15th of the subsequent year, the unpaid balance of both years fees/assessments will be referred to the Magistrates Court with a request to place a lien on the member's Lakewood Links property. The total of the unpaid fees/assessments, any associated late fees along with Magistrate Court filing fee will constitute the amount required to clear the lien.

4. No loans shall be obtained on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. The Board may authorize the pledge and assignment of any regular or special assessments and the lien rights of the Association as security for the repayment of such loans.

5. All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer, or officer's agent or agents, of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors.

6. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such savings and loan associations, banks, trust companies, or other depositories as the Board of Directors may select.

7. Fidelity bonds may be required by the Board of Directors from all officers and employees of the Association and from any person handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the Association and shall be a common expense of the Association.

ACKNOWLEDGEMENT

STATE of So. Carolina

COUNTY of Sumter

The foregoing instrument was acknowledged before me this 5 of March 2020

by Charlie E. Cain and Gary Jones

Nancy E. Tomlinson
NOTARY PUBLIC

COMMISSION EXPIRES 7-24-24

Lakewood Links Property Owners Association
3500 Green View Parkway Sumter, SC 29150
• LLPOAsumter@gmail.com

Lakewood Links Property Owners Association

Conditions & Restrictions (C&Rs)

Table of Contents

New Home Construction 3

Building Height 3

Submission, Approval and Refusal of Architecture, Siting, Landscaping and Other Building Plans 3

Review of Approval of Plans for Addition, Alterations or Changes to Structures and Landscaping 3

Completion of Construction 4

Out-building 4

Tree Removal 4

Setback Lines 4

Service Yards 4

Parking 5

Fence 5

Property Maintenance 5

Signs 5

Lights 6

Animals 6

Offensive Activity 6

Easements ..... Error! Bookmark not defined.

Antennas 6

Parcels 7

ARB REQUEST FORM 8

Completion of Construction
The exterior of all houses and other structures must be completed within twelve (12) months after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the property Owner or builder due to strikes, fires, national emergency or natural calamities. Houses and other dwelling structures may not be temporarily or permanently occupied until the exteriors thereof have been completed. During the continuance of construction the Property Owner shall require the contractor to maintain the Residential Lot in a reasonably clean and uncluttered condition. Upon completion of construction, the Property Owner shall cause the contractor to immediately remove all equipment, tools and construction material from the Lot. Any damage to roads, Common Properties or property owned by others caused by the Property Owner's contractor or other parties providing labor or services to the Property Owner shall be repaired by the Property Owner or by the Owner at Property Owner's expense. The landscaping plan for all Family Dwelling; Units and other structures must be completed within ninety (90) days of occupancy or substantial completion, whichever date shall first occur.

Out-building
Outbuildings cannot be portable or prefabricated. Exterior construction material, including shingles, must match those of the home. Furthermore, outbuildings must be in compliance with all state, county, local codes, laws and ordinances.

Tree Removal
No trees, bushes, or underbrush of any kind may be removed without the written approval of the Architectural Review Board. Approval for the removal of trees located within ten (10) feet of the main dwelling or accessory building or within ten (10) feet of the approved site for such building, will be granted unless such removal will substantially decrease the beauty of the Property. The ARB reserves the right to have specimen trees preserved and to have site planning provided for their retention.

Setback Lines
To assure that buildings and other structures will be located so that the maximum view, privacy and breeze will be available to each building or structure, and that structures will be located with regard to the topography of each property taking into consideration the location of trees and other aesthetic and environmental considerations, the ARB reserves the right to control and to decide solely (so long as (a) not arbitrary or capricious and (b) subject to the provisions of the pertinent land use regulations of public authorities having jurisdiction) the precise site and location of any building or structures on any property in the Subdivision.

Service Yards
Each Property Owner shall provide a visually screened area to serve as a service yard and an area in which garbage receptacles, fuel tanks or similar storage receptacles, electric gas meters, air conditioning equipment, clothes lines, and other unsightly objects must be

Lights
The design and location of all exterior lighting fixtures shall be subject to the approval of the ARB. Neither these nor any other illumination devices, including but not limited to Christmas ornaments, located anywhere on the structures or grounds of any Residential Lot or Family Dwelling Unit shall be located, directed, or of such intensity to affect adversely the night-time environment of any adjacent property.

Animals
No animals, livestock, or poultry of any kind shall be raised, bred, kept or pastured on the Property, except that a reasonable number of common household pets such as dogs and cats may be kept in any one Family Dwelling Unit.

Offensive Activity
No noxious or offensive activity shall be carried upon any Residential Lot, Family Dwelling Unit, Development Unit Parcel, common Properties, or any place within the Subdivision, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the community.

Easements
The Association reserves unto itself, its heirs and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground of the Property to erect, maintain, and use electric, cable television, and telephone poles, wires, cables, conduits, drainage ways, sewers, wells, pumping stations, tanks, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, drainage or other public conveniences or utilities on, in or over those portions of such property as may be reasonably required for utility line purposes; provided, however, that no such utility easement shall be applicable to any portion of such property as may (a) have been used prior to the installation of such utilities for construction of a building whose plans were approved or (b) such portion of the Property as may be designated as the site for a building on a plot plan or for erection of a building which has been filed with the ARB and which has been approved in writing by said ARB.

These easement and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Any material disturbance to the grounds of any Property Owner caused by such utility installation shall be repaired and said grounds returned to their prior condition by the Utility or Contractor performing the construction.

Antennas
No radio or television signals nor any other form of electromagnetic radiation shall be permitted to originate from any Family Dwelling Unit or Residential Lot which may unreasonably interfere with the reception of television or radiation signals upon any other of such properties.

ARB REQUEST FORM

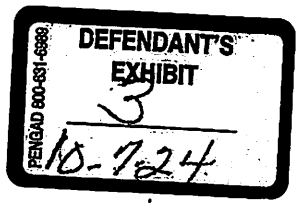
Lakewood Links Property Owners Association
ARCHITECTURAL REVIEW BOARD
APPLICATION FOR ARCHITECTURAL APPROVAL

Property Owners Name:				Date:
Property Address:				Lot#
Telephone:	Home:		Work:	
Email:				
Estimated Completion Date:				
Contractors Name and Telephone (if applicable):				
Reason for Change or Addition:				
Project Type:				
Addition	Deck/Patio	Fence	Landscaping	Other
☐	☐	☐	☐	☐
Project Description: Please describe briefly the proposed change or addition. Cite materials to be used and proposed color(s). Describe similarities to existing structures, if applicable. Use a separate sheet of paper if necessary. Please attach clear, legible drawings.				

Send completed form to LLPOA ARB – 3500 Green View Pkwy, Sumter, SC 29150 – LLPOAsumter@gmail.com

ARB Approval: ☐	Conditional Approval: ☐	Disapproval: ☐
ARB Comments:		
Signed: (ARB Chairperson):		Date:

Rev: 5/11/2018



LAKEWOOD LINKS PROPERTY OWNERS ASSOCIATION

24 Aug 2009

Dear Neighbor;

I wanted to provide some update on what the boards have been doing and where we are going. First we have 2 new members on the Architectural Review Board (ARB), Lindsay Kearns and Baron Dowdy. Tim Clepper has resigned from the ARB. As some of you already know Gobe McElveen and Sheila Drown have resigned from the Board of Directors. I would like to thank all three of them for all they have contributed. Gobe was our Treasurer and had the most time consuming job of anyone. His efforts resulted in the collection of many dues that were overdue or that had never been billed. He also interfaced with our landscaping contractor and our lawyer. He will be missed. Tom Haynes has assumed duties as Treasurer. We recently received a letter from our lawyer withdrawing. Mr. Miles has provided us a lot of service at a reasonable cost. As our community has grown so have the legal issues and since Mr. Miles is basically a civil litigator he felt it would be in our best interest to have an attorney that was more involved in the real estate business.

New signs have been installed at the entrance and we recently made some critical repairs to the electrical system on each side of the entrance. There are additional electrical upgrades that we are considering but the current budget does not support this. We made some changes to the landscaping in the center section of the entrance at a cost of approximately $2,200.00.The board is currently getting bids to paint the columns at the entrance. The board has also voted to take on the task of painting the golf course signs. The only cost will be for the paint. The board members have volunteered to provide the labor. Of course we are willing to accept other volunteers.

At the last annual meeting we had a presentation from the Sheriff Department and one of the items that they discussed was establishing a crime watch program for our community. At the time they indicated that we needed a majority of the people to agree to establish this program. I spoke with them again and we don't really

need a given percentage. So if you are interested in establishing the program let me know. We will be required to have block captains for each area.

I know that some of you are not golfers and in some cases even anti-golf course. The presence of the golf course adds value to our property and desirability to our development. I believe we have a vested interest in keeping the golf course going. We can help by playing golf but if you aren't a golfer you can grab a snack at the café. Perhaps you could start a golf league at your business and play at Lakewood. If you are on a league encourage your league to play matches at Lakewood.

We are currently working on the much needed by-laws but just having by-laws is not the cure to a lot of our issues. The covenants provide requirements and restrictions that need to be enforced. As such the board is going to push to enforce these requirements and restrictions.

Landscaping: The board does not have the desire or time to get involved in every little detail of the landscaping of each property but the covenants require that landscaping be approved. There are many yards that have not had adequate landscaping. No trees, shrubbery or grass have been planted.

Fences: The community voted in 2006 to not allow privacy fences, specifically the 6 feet high wood and vinyl fences. If you look around at some of these type fences you will see why. Some of the existing fences are in need of repair and/or cleaning.

New Construction: The covenants require that all construction be completed within 12 months. There are some new homes that may be complete but the site still looks like it is under construction. The board will be sending a letter to those property owners.

We are asking that each property owner take a look at your property and see if you are in line with the covenants. I believe that all of us want to maintain our property value. Let's work together to make this a community that people want to belong to. You can send questions

PI Discovery Resp - Josey 0288

or comments to me at geneducom@earthlink.net. If you do not have a copy of the covenants let me know and I will e-mail you a PDF copy.

Participation by all property owners is important. We need five members on the Board of Directors. We currently have 3 and this will be my last year on the board.

Gene DuCom	President
Tom Haynes	Treasurer
Gary Jones	Member

We have five ARB members.

Gary Jones	Chair
Drue Spigner	Vice-Chair
Barron Dowdy	Member
Tom Haynes	Member
Lindsay Kearns	Member

Encourage your neighbors to get involved.

Thank you so much for your help and interest in the betterment of Lakewood Links Subdivision! We have a great neighborhood and it is imperative that we protect it!

Sincerely,

Gene DuCom
President, LLPOA

Jason and April Josey
3020 Tidewater Drive
Sumter, SC 29150
06/13/2022

Law Office of Jason L. Reddick
132 North Main Street
Sumter SC 29150

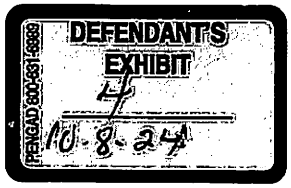
Lakewood Links Property Owners Association:
3500 Greenview Parkway
Sumter, SC 29150

Dear Mr. Jason L. Reddick and Board Members of the Lakewood Links Property Owners Association:

We have received a demand letter from the office of Jason Lee Reddick, Attorney at Law on behalf of the LL POA in regard to the privacy fence erected on our property. At issue is the absence of prior approval from the review board for said fence. Mr. Reddick's letter references a previous demand from the Association which required removal of the offending fence by November 2021. However, we are unaware of and have not received such official communication. We were informed by a neighbor that minute notes from a board meeting indicated a certified letter was to be sent to us; however, to date we have not received any such letter and believe the demand letter delivered via process server to be our first notice.

We would like to take this opportunity to address the complaint. Firstly, we did request an approval for an inground pool sometime last year, which was approved. However, due to demand and scheduling we have not completed this project to date. Secondly, there was an existing 8' fence adjacent to our property when we moved in; we simply continued the fence along the unprotected barriers of our backyard. As there are many similar fences in the neighborhood, especially along our street, we did not realize continuing the fence would be an issue.

Additionally, the original bylaws, conditions and restrictions effected in 1988 did not include specifications for fencing. Per those guidelines, our fence would not be in violation of the conditions and restrictions. The Association did adopt new by-laws, conditions and restrictions at the November 11th, 2019 meeting. However, the process followed by the Association when implementing these new by-laws, conditions and restrictions appears to be problematic and inconsistent with the Association's own existing bylaws and South Carolina state law for the reasons stated as follows:



I. These changes to the original By-Laws, Conditions & Restrictions dated December 29, 1988 *were never voted upon by the members of Lakewood Links Property Owners Association as required by those by-laws*. Page 37, Article II, Section I states "All proposed amendments shall be submitted to a vote of the Members at a duly called meeting of the Association and any such proposed amendment shall be deemed approved if three-fourths (3/4) of the votes cast at such meeting at which such proposed amendment is to be considered are in favor of the amendment. If any proposed amendment to this Declaration is approved by the members as set forth above, the President and Secretary of the Association shall execute an Addendum to this Declaration which shall forth the amendment, the effective date of the amendment (which in no event shall be less than sixty (60) days after the date of the meeting of the Association at which such amendment was adopted), the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes cast against the amendment. Such addendum shall be recorded in the official real estate records of Sumter County, South Carolina". If such a vote was not held, it stands to reason the 2019 changes violate the Association's long established by-laws.

II. The "South Carolina Homeowners Association Act" was passed on May 17, 2018. Section 27-30-130 addresses the timeline for HOA's to file amendments of their governing documents with the clerk of court. Item B, Number 2 states, "***In order to remain enforceable***, a homeowners association's rules, regulations, and amendments to rules and regulations must be recorded in the clerk of courts, Register of Mesne Conveyance (RMC), or register of deeds office in the county in which the property is located ***by January Tenth of each year following their adoption or amendment***." As the updated by-laws and Conditions & Restrictions were adopted on November 11, 2019 but were not recorded in the Sumter County Register of Deeds until March 5, 2020, the new Bylaws, Conditions & Restrictions are unenforceable by state law.

Mr. Reddick's letter indicated we have until June 17th, 2022 to comply with the demand for fence removal unless otherwise agreed by the Association. In light of the above outlined concerns with the current by-laws, we are asking the Association to retroactively approve our existing fence in good faith as the fencing is in compliance with the previous Conditions & Restrictions established in 1988.

Further, Mr. Reddick's letter indicated we could request alternative options, and as such we would like to use this opportunity to submit requests for additional improvements to our property which we humbly ask to be considered separately from the current privacy fence at issue. We ask that the board also consider our individual circumstances when making their decision.

Very recently, we have made the decision to move our elderly grandmother into our home as she is increasingly unable to maintain her own independent residence. This will create a need in the very near future for more storage space, etc. on our property. It is our intention to request approval from the Association for a separate garage/workshop/pool house, which will in good faith comply with the specifications outlined in the current yet problematic Conditions & Restrictions. Additionally, we would revise our fence along the front of the property accordingly as such an addition would require partial fence removal and replacement. As we have two very large, energetic dogs who require a barrier to keep them contained on our property, we ask that the Association kindly and generously consider our proposals for said garage/workshop and updated fencing while allowing our current fence to remain in place (for the reasons described above). Along with this letter, please find the attached preliminary requests for the proposed garage/workshop, updated fencing replacement, and tree removals necessary to begin construction.

Finally, we aim to maintain complete property records for our personal use and believe documentation specific to our property's incorporation into the LL POA is vital to this collection of information. We are aware the neighborhood has multiple homeowner's associations and entire sections of the neighborhood are excluded from HOAs altogether. As we have been unable to procure any documentation from our real estate attorney or the Sumter County Courthouse which definitively states which Association our property belongs to, we would ask that the Lakewood Links Property Owners Association kindly provide copies of any such documentation pertaining to our property located at 3020 Tidewater Drive.

We sincerely thank the members of the board in advance for taking the time to consider our requests in response to the Association's demand letter and look forward to their reply.

Respectfully,

Jason and April Josey

ARB REQUEST FORM

Lakewood Links Property Owners Association
ARCHITECTURAL REVIEW BOARD
APPLICATION FOR ARCHITECTURAL APPROVAL

Property Owners Name: Jason & April Josey			Date: 06/13/2022
Property Address: 3020 Tidewater Drive			Lot# 269
Telephone:	Home: 803-983-7168	Work: 803-983-2862	
Email: aprilnicole131@gmail.com			
Estimated Completion Date: TBD pending approval from LL POA			
Contractors Name and Telephone (if applicable): Jason Josey dba Josey Builders 803-983-2862			
Reason for Change or Addition: Construction of 2-car garage/workshop			

Project Type:

Addition	Deck/Patio	Fence	Landscaping	Other
☑	☐	☐	☑	☐

Project Description: Please describe briefly the proposed change or addition. Cite materials to be used and proposed color(s). Describe similarities to existing structures, if applicable. Use a separate sheet of paper if necessary. Please attach clear, legible drawings.

2- car garage/workshop/poolhouse in back
Brick to match the house
Vinyl to match the house
Approximately 30x56
Removal of trees from backyard (approximately 6 total)

Send completed form to LLPOA ARB – 3500 Green View Pkwy, Sumter, SC 29150 – LLPOAsumter@gmail.com

ARB Approval: ☐	Conditional Approval: ☐	Disapproval: ☐
ARB Comments:		
Signed: (ARB Chairperson):		Date:

Rev: 6/11/2018

ARB REQUEST FORM

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Contractors Name and Telephone (if applicable): Jason Josey dba Josey Builders 803-983-2862			
Reason for Change or Addition: Fence alteration			

Project Type:

Addition	Deck/Patio	Fence	Landscaping	Other
☐	☐	☑	☐	☐

Project Description: Please describe briefly the proposed change or addition. Cite materials to be used and proposed color(s). Describe similarities to existing structures, if applicable. Use a separate sheet of paper if necessary. Please attach clear, legible drawings.

5' brick fencing/6' pillars along between house & proposed garage/ addition.

Send completed form to LLPOA ARB – 3500 Green View Pkwy, Sumter, SC 29150 – LLPOAsumter@gmail.com

ARB Approval: ☐	Conditional Approval: ☐	Disapproval: ☐
ARB Comments:		
Signed: (ARB Chairperson):		Date:

Rev: 6/11/2018

Minutes of LLPOA BOARD OF DIRECTORS MEETING – 6:00PM 8-15-2022, 2655 Warehouse Blvd., Sumter, SC

Directors Present: Gary Jones Alonzo Washington, , Rory Hair, Charlie Carr, David Dotseth, Shirley Barno Absent Darius McDaniel

Meeting called to order: Pres. Gary Jones

1. Minutes of 6-13- 2022 LLPOA Board Meeting – *presented for approval, motion made to accept same and approved.*

2. Financial Statement from April 11, 2022 to August 15-2022- presented for approval- motion made to accept same and approved.

3. List of unpaid fees for 2021 and 2022. LLPOA Board of Directors were informed that all annual fees for 2021 and prior have been collected, with the exception of Ethel/George White, 180 Lakewood, $1,973.00 due. Property owner lives out of state. There are 30 unpaid 2022 annual fees due.

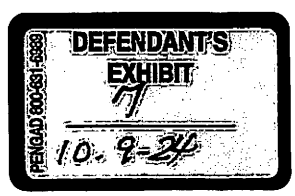
4. Comments concerning 6' & 8' fences. Report from Pres. Gary on this. Mike Stanislawczk – 655 Torrey Pines – has installed an 6' Privacy fence on the length of his property. He did not submit an ARB request to do so, and Chm. Hair has written to him and told him he is in violation of the Restrictive Covenants of LLPOA and must take the fence down. 3020 Tidewater, April Josey – Have attorney's office send a registered letter stating that she has two weeks to take the 8' fence down. She was notified over 90 days ago that it was not approved and has not taken any action on removing the fence. Will furnish attorney with copy of fence requirements. Gary, Charlie and Rory met with Attorney Jason Reddick and discussed the situation with him. Mr. Reddick has sent letters to Ms.Josey and Mr. Stanislawczk advising them the fences are not in compliance with LLPOA Restrictive Covenants and should be moved. No action has been taken by the property owners as to taking the fences down.

Regular LLPOA Bd. Of Directors meeting was closed and the LLPOA ARB meeting began with Chm. Rory Hair presiding.

1.40 Banff Springs - Laura Olson - request to install 4' black chain link fence -upon review of her application, a motion was made to approve her request. Motion made and carried.
2. 735 Torrey Pines - Matt Thompson- inground pool request/ Motion made and was approved.
3. 890 Torrey Pines - Barbara Scruggs - removal of two trees in her yard. Motion made to approve and motion carried.
4. 659 Torrey Pines - Mike Stanislawczk-request to replace flower beds. Motion made to approve and motion carried.
5. 3020 Tidewater - April Josey - request to build shop and install brick fence on property as per previous request on file in her records. Motion made and carried.

There being no further business the meeting was adjourned.

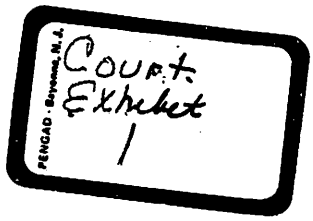
Respectfully Submitted:
Nelle Tomlinson - Adm. Assist. - LLPOA





8-4

DEFENDANT'S EXHIBIT
8
10.8.20



Jason and April Josey
3020 Tidewater Drive
Sumter, SC 29150
06/13/2022

Law Office of Jason L. Reddick
132 North Main Street
Sumter SC 29150

Lakewood Links Property Owners Association:
3500 Greenview Parkway
Sumter, SC 29150

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We would like to take this opportunity to address the complaint. Firstly, we did request an approval for an inground pool sometime last year, which was approved. However, due to demand and scheduling we have not completed this project to date. Secondly, there was an existing 8' fence adjacent to our property when we moved in; we simply continued the fence along the unprotected barriers of our backyard. As there are many similar fences in the neighborhood, especially along our street, we did not realize continuing the fence would be an issue.

Additionally, the original bylaws, conditions and restrictions effected in 1988 did not include specifications for fencing. Per those guidelines, our fence would not be in violation of the conditions and restrictions. The Association did adopt new by-laws, conditions and restrictions at the November 11th, 2019 meeting. However, the process followed by the Association when implementing these new by-laws, conditions and restrictions appears to be problematic and inconsistent with the Association's own existing bylaws and South Carolina state law for the reasons stated as follows:

I. These changes to the original By-Laws, Conditions & Restrictions dated December 29, 1988 ***were never voted upon by the members of Lakewood Links Property Owners Association as required by those by-laws***. Page 37, Article II, Section I states "All proposed amendments shall be submitted to a vote of the Members at a duly called meeting of the Association and any such proposed amendment shall be deemed approved if three-fourths (3/4) of the votes cast at such meeting at which such proposed amendment is to be considered are in favor of the amendment. If any proposed amendment to this Declaration is approved by the members as set forth above, the President and Secretary of the Association shall execute an Addendum to this Declaration which shall forth the amendment, the effective date of the amendment (which in no event shall be less than sixty (60) days after the date of the meeting of the Association at which such amendment was adopted), the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes cast against the amendment. Such addendum shall be recorded in the official real estate records of Sumter County, South Carolina". If such a vote was not held, it stands to reason the 2019 changes violate the Association's long established by-laws.

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Further, Mr. Reddick's letter indicated we could request alternative options, and as such we would like to use this opportunity to submit requests for additional improvements to our property which we humbly ask to be considered separately from the current privacy fence at issue. We ask that the board also consider our individual circumstances when making their decision.

Very recently, we have made the decision to move our elderly grandmother into our home as she is increasingly unable to maintain her own independent residence. This will create a need in the very near future for more storage space, etc. on our property. It is our intention to request approval from the Association for a separate garage/workshop/pool house, which will in good faith comply with the specifications outlined in the current yet problematic Conditions & Restrictions. Additionally, we would revise our fence along the front of the property accordingly as such an addition would require partial fence removal and replacement. As we have two very large, energetic dogs who require a barrier to keep them contained on our property, we ask that the Association kindly and generously consider our proposals for said garage/workshop and updated fencing while allowing our current fence to remain in place (for the reasons described above). Along with this letter, please find the attached preliminary requests for the proposed garage/workshop, updated fencing replacement, and tree removals necessary to begin construction.

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We sincerely thank the members of the board in advance for taking the time to consider our requests in response to the Association's demand letter and look forward to their reply.

Respectfully,

Jason and April Josey

The Law Office of Jason L. Reddick, LLC

Jason Lee Reddick, Esquire
Attorney at Law

132 North Main Street
Sumter, South Carolina 29150
www.jasonreddicklawsc.com

Phone: (803) 795-4467
Facsimile: (803) 666-1479
JasonLeeReddick@gmail.com

May 31, 2022

VIA PROCESS SERVER
MR. JASON JOSEY and MRS. APRIL JOSEY
3020 TIDEWATER DRIVE
SUMTER, SC 29150

RE: DEMAND LETTER – FENCE REMOVAL AND/OR ALTERATION

Dear Mr. and Mrs. Josey:

This office represents the Lakewood Links Property Owners Association (herein, "Association") regarding ongoing issues with a fence that you erected on your property located at 3020 Tidewater Drive, Sumter, South Carolina 29150.

The Association has informed my office and provided documentation to support their claim that you submitted a request to build a pool which was approved; however, to-date the Association is unaware if a pool was ever actually constructed. In the meantime, you did construct an approximately 8" privacy fence that is not in compliance with the Covenants, Conditions and Restrictions of the Lakewood Links Property Association to which you are subject to as a resident homeowner of the neighborhood. The Association demanded that your fence be removed by November 2021. As of May 31, 2022, the fence is still present on the property, and you have ignored the requests made by the Association to bring your property into compliance.

This letter is being sent to you to put you on **NOTICE** that your fence located at 3020 Tidewater Drive, Sumter, South Carolina 29150 is not in compliance with the Covenants, Conditions, and Restrictions of the Lakewood Links Property Owners Association, Inc.

Your lack of response to the Associations requests and the time that has elapsed without action leads the Association to believe that you have no intention of compliance.

The Association has been more than patient, and the Association hereby takes the position and hereby DEMANDS the following:

DEMAND: THE JOSEYS MUST REMOVE THE FENCE FROM 3020 TIDEWATER DRIVE THAT IS NOT IN COMPLIANCE WITH THE

LAKEWOOD LINKS COVENANTS, CONDITIONS, AND RESTRICTIONS. THE DEADLINE FOR THIS ACTION, UNLESS OTHERWISE AGREED BY THE ASSOCIATION, IS JUNE 17, 2022.

Failure to abide by the terms of this demand letter above may result in immediate filing of legal proceedings against you for the removal of the fence in its entirety along with reimbursement of all court costs and attorney's fees in addition to any further civil liabilities that may be assessed against you. **THIS LETTER SHALL SERVE AS YOUR ONLY NOTICE PRIOR TO LITIGATION.**

It is regrettable that this letter was necessary; however, as previously stated, you have a duty and obligation to comply with the Covenants and Restrictions of the Lakewood Links neighborhood. You were aware of this duty and obligation when you purchased your home. This can only be accomplished by the removal of the fence that was unlawfully erected on your property. The Association does not desire to pursue this matter further than this letter if you are agreeable to these terms. If this letter is ignored or if you inform my office that you are not removing the fence pursuant to this demand, then my clients are prepared to pursue all legal options available to enforce the conditions and restrictions as referenced above. Failure to abide by my clients' demands may expose you to serious legal liabilities.

It is the sincere hope that you are willing to comply with the demands of this letter and allow this letter to be the last of any issues now and in the future. However, if the demands are not met this letter shall be submitted as evidence at any hearing or other necessary legal proceeding to show that attempts were made to resolve this without litigation. This letter has been served upon you via Process Server. The Process Server will provide my office with an Affidavit of Service showing the exact date and time that you were served with this notice which will be kept on file.

Please be advised that this letter is not a denial of your ability to erect a fence on your property. I have been advised by the Association that there are alternative fencing options that the Association would accept. Please reference Page 5 of the Conditions and Restrictions which have been included with this letter for your convenience. The Association would propose that the best alternative would be to request permission to build a compliant fence that meets the requirements and specifications as outlined by the Conditions and Restrictions issued by the Association and the Architectural Review Board.

If I have not received confirmation of compliance with this Demand Letter by Friday, **June 17, 2022**, I will contact the Association about proceeding through the Court system to secure any legal remedies they may have against you. Failure to comply with the terms of this demand letter will constitute a knowing, intentional, and willful violation of the Covenants and Restrictions to which all residents of your neighborhood are bound. If you have any questions or concerns, please do not hesitate to contact my office directly.

With kindest regards, I am,

Sincerely,

Jason Lee Reddick
Attorney at Law
JLR/ks

Enclosure(s):
Lakewood Links Property Owners Association, Inc. – Conditions & Restrictions

cc: Lakewood Links Property Owners Association, Inc.

Office Copy

Jason and April Josey
3020 Tidewater Drive
Sumter, SC 29150
06/13/2022

Law Office of Jason L. Reddick
132 North Main Street
Sumter SC 29150

Lakewood Links Property Owners Association:
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Project Type:

Addition	Deck/Patio	Fence	Landscaping	Other
☑	☐	☐	☑	☐

Project Description: Please describe briefly the proposed change or addition. Cite materials to be used and proposed color(s). Describe similarities to existing structures, if applicable. Use a separate sheet of paper if necessary. Please attach clear, legible drawings.

2- car garage/workshop/poolhouse in back
Brick to match the house
Vinyl to match the house
Approximately 30x56
Removal of trees from backyard (approximately 6 total)

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ARB Approval: ☐	Conditional Approval: ☐	Disapproval: ☐
ARB Comments:		
Signed: (ARB Chairperson):		Date:

Rev: 07102018

ARB REQUEST FORM

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ARCHITECTURAL REVIEW BOARD
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ARB Comments:		
Signed: (ARB Chairperson):		Date:

Rev: 6/11/2019

Gmail Lakewood Links <llpoasumter@gmail.com>

Re: Josey 3020 Tidewater Drive - LL POA Demand Response

1 message

Jason Reddick <jasonleereddick@gmail.com> Mon, Jun 13, 2022 at 8:43 AM
To: April Down The Rabbit Hole <aprilnicole131@gmail.com>
Cc: Lakewood Links <llpoasumter@gmail.com>

Good morning Mrs. Josey:

I see an attached copy of the letter that I sent to you, but I am not seeing your response. Could you please send it again?

Sincerely,
Jason

On Mon, Jun 13, 2022, 8:41 AM April Down The Rabbit Hole <aprilnicole131@gmail.com> wrote:

Apologies. Please find the attachments as described in the previous email.

Sent from my iPhone

Begin forwarded message:

From: April Josey <aprilnicole131@gmail.com>
Date: June 13, 2022 at 8:37:20 AM EDT
To: llpoasumter@gmail.com, jasonleereddick@gmail.com
Subject: Josey 3020 Tidewater Drive - LL POA Demand Response

To All concerned:
Good morning.
Please find the attached response from Jason & April Josey regarding the demand letter received from Mr. Reddick's office on behalf of the LL POA.
If time allows, an original copy of our repsonse will be submitted to Mr. Reddick's office in person.

Thank you in advance for your time and consideration of the proposals included.

Respectfully,
Jason & April Josey

Sent from my iPhone

Gmail Search mail

Compose

Inbox
Starred
Snoozed
Sent
Drafts
All Mail
Spam
.Doc's
[Imap]/Archive
5 Killarney Ln
10 Prestwick Ct
10 Turnberry Ct
20 Killarney Ct.
20 Muirfield Ct
25 Killarney Ln
30 Cherry Hill Ct
30 Laval Ct
30 Turnberry Ct
40 Laval Ct

Re: Josey 3020 Tidewater Drive - LL POA I Response

Inbox ×

Jason Reddick Mon, Jun 13, 10:02
to April, me

Thank you. It attached successfully. There is no need to deliver a hard c has had an opportunity to review your letter, I will send you their formal r your attention to this matter.

Sincerely,
Jason

On Mon, Jun 13, 2022, 8:56 AM April Josey <aprilnicole131@gmail.com
Apologies again...
It appears I've had issues merging and saving all of the documents as
If this email doesn't do the trick I'll login to a desktop and resend.
Thank you for your patience.

Sent from my iPhone

Begin forwarded message:

From: April Josey <aprilnicole131@gmail.com>
Date: June 13, 2022 at 8:42:44 AM EDT
To: April Josey <apriljosey@outlook.com>
Subject: Fwd: Josey 3020 Tidewater Drive - LL POA Demai

Lakewood Links Property Owners Association

3500 Green View Parkway
Sumter, SC 29150
(803) 775-6800
LLPOAsumter@gmail.com

MINUTES OF LLPOA BOARD OF DIRECTORS MEETING – 6:00PM 4-11-2022, 2655 Warehouse Blvd., Sumter, SC

Directors Present: Gary Jones, Alonzo Washington, Darius McDaniel, Rory Hair, Charlie Carr, David Dotseth, Shirley Barno

Meeting called to order: Pres. Gary Jones

1. Minutes of March 14,2022 LLPOA Board Meeting – presented for approval, motion made to accept same, Motion passed

2. Financial Statement from March 14, 2022 to April 11,2022- presented for approval, motion to accept same. Motion passed.

3. List of unpaid fees for 2021 and 2022. LLPOA Board of Directors were informed that all annual fees for 2021 and prior have been collected, with the exception of Ethel/George White, 180 Lakewood, $1,973.00 due. Property owner lives out of state. There are 31 unpaid 2022 annual fees due.

4. This issue was discussed at the March 14,2022 LLPOA Bd. of Directors Meeting. 3020 Tidewater, April Josey – Have attorney Ken Young's office send a registered letter stating that she has two weeks to take the 8' fence down. She was notified over 90 days ago that it was not approved and has not taken any action on removing the fence. Will furnish attorney with copy of fence requirements. I have tried to reach Mr. Ken Young several times by phone to see if he will handle the issue of the 8' fence, that April Josey has put up. My latest contact with his office today is to call him on Wednesday (he is in court today and Tuesday) and discuss this matter with him.

5. 925 Muirfield-Christi Bradley / 3290 Royal Colwood – Dr. Dennis Lang - ARB Chair-Rory Hair – has written both of these property owner and request that they submit ARB requests. Both have hot tubs , above ground, visible in the front of their homes. At this meeting today, ARB Chm. Rory Hair informed the Board that Dr. Dennis Lang, 3290 Royal Colwood had removed the hot tub from his property.

6. Muirfield Court center island. Has not been sodded after trees/rocks were removed. Gary is to get a quote on having this island sodded with grass. He has not had the opportunity to do so as of this meeting.

Next LLPOA Board of Directors meeting has been tentatively set for May 9,2022.

Meeting turned over to LLPOA ARB Chairman Rory Hair.

1. Dennis Arant- has filed several different complaints concerning the water drainage problem he has on his property. He has been advised several times that the Lakewood Links Property Owners Association has no responsibility for his water drainage problem.
2. 760 Torrey Pines - James and Nancy Nance – submitted a request to remove an existing vinyl fence and replace with a black coated chain link fence. Request was reviewed and approved. Chm. Hair will notify the Nances of this decision.

There being no further discussion the meeting was adjourned.

Respectfully Submitted:
Nelle Tomlinson, Adm. Assist. -LLPOA

Gmail

Office Copy
Emailed 9/6/21

3020 Tidewater Dr / Privacy Fence

Lakewood Links <llpoasumter@gmail.com> Mon, Sep 6, 2021 at 9:12 PM
To: April Josey <aprilljosey@outlook.com>, Lakewood Links <llpoasumter@gmail.com>

We have noticed that you have installed a privacy fence around your backyard, We have looked back and there was an ARB submission for a pool but there was no mention of a fence. New privacy fences of wood or vinyl are not allowed in the Lakewood Links HOA. We realize that there are several yards with wood privacy fencing around you but they are not a part of our HOA therefore we can not regulate what they install. There are also a few fences around that are in the yards of HOA properties but they were installed years ago when the HOA Assoc. was not very active in the community. These have been Grandfathered in and if ever replaced they will have to choose a different fencing. During the purchase of your home the realtor should have given you a copy of the covenants. I will attach a copy of the Covenants and paste the section where it addresses fences.

We respectfully request that you take down your privacy fence within 60 days of this email.

Only fencing of the backyard is permitted; a fence cannot extend further forward, toward the street, than the midway point of the sides of the house. Four feet (4') maximum height for coated black chain link fence, black wrought iron or black aluminum or combination of brick and black metal. Brick fences may be five (5') feet in height with six (6') foot pillars. Brick fences must be open design, e.g see through. Six foot (6') chain link, wooden or vinyl picket or privacy fences are not allowed. Fencing that does not meet these requirements must be brought into compliance when major renovation or replacement is required or performed.

Thank you for your cooperation

Lakewood Links Property Owners Association
ARB Chair
Rory Hair

2 attachments

Lakewood Convenants.pdf
2498K

LLPOA ConditionsRestrictions(12-10-2019)-2.pdf
133K

& Sending registered letter

Lakewood Links Property Owners Association

3500 Green View Parkway
Sumter, SC 29150
(803) 775-6800
LLPOAsumtersc@gmail.com

Agenda for: LLPOA BOARD OF DIRECTORS MEETING – 6:00PM 6-13-2022, 2655 Warehouse Blvd., Sumter, SC

Directors Present: Gary Jones, Alonzo Washington, Darius McDaniel, Rory Hair, Charlie Carr, David Dotseth, Shirley Barno

Meeting called to order: Pres. Gary Jones

1. Minutes of April 11, 2022 LLPOA Board Meeting – *presented for approval,*

2. Financial Statement from April 11, 2022 to June 13, 2022- presented for approval

3. List of unpaid fees for 2021 and 2022. LLPOA Board of Directors were informed that all annual fees for 2021 and prior have been collected, with the exception of Ethel/George White, 180 Lakewood, $1,973.00 due. Property owner lives out of state. There are 31 unpaid 2022 annual fees due.

4. Attached comments concerning 8' fences. Report from Pres. Gary on this.

5.
(June 13,2022)
(April 12, 2022) These are actions that I took after the April 11 meeting. These are for your information.

Gary: I could not get through to Ken Young and I was told he would be out of his office all of next week. As I mentioned to you, I talked with Atty.Sonny Newman, Ret., and he recommended that we contact Atty. Warren Curtis, Curtis and Croft, PA. You also stated that you would like for Charlie, Rory and yourself to meet with the Attorney who will be handling these cases. How do you want me to handle this now?

LLPOA – ARB Chairman Rory Hair called and asked me to include the following situation in dealing with Attorney Ken Young for LLPOA Restrictive Covenants and non compliance by property owners.

1. Mike Stanislawczk – 655 Torrey Pines – has installed an 8' Privacy fence on the length of his property. He did not submit an ARB request to do so, and Chm. Hair has written to him and told him he is in violation of the Restrictive Covenants of LLPOA and must take the fence down. I have pictures of the fence that a neighbor sent in.

2. (See statement concerning Mr. Young in first paragraph.)This issue was discussed at the March 14,2022 LLPOA Bd. of Directors Meeting. 3020 Tidewater, April Josey – Have attorney Ken Young's office send a registered letter stating that she has two weeks to take the 8' fence down. She was notified over 90 days ago that it was not approved and has not taken any action on removing the fence. Will furnish attorney with copy of fence requirements. I have tried to reach Mr. Ken Young several times by phone to see if he will handle the issue of the 8' fence, that April Josey has put up. My latest contact with his office today is to call him on Wednesday (he is in court today and Tuesday) and discuss this matter with him.

Jason Reddick - 803-795-4467

6-12-2022 Atty K. Young could not handle this for us, and Gary, Charlie and Rory met with Attorney from Curtiss/Croff, PA and discussed the situation with him. They will give a report at tonight's meeting.

Darius, Rory, Charlie –
Jacuzzi is not a swimming pool
Can be erected.

Certificate of Counsel

The undersigned hereby certifies that the Record on Appeal contains all materialproposed to be included by any of the parties and not any other material.

September 18, 2026

RECEIVED
Oct 08 2026
SC Court of Appeals

/s/ Stephanie Trotter Kellahan
Stephanie Trotter Kellahan (SC Bar 77680)
D. Ryan McCabe (SC Bar 16977)
McCabe, Trotter & Beverly, P.C.
4500 Fort Jackson Blvd. Suite 335
Columbia, SC 29209
803-724-5000
stephanie.kellahan@mccabetrotter.com
Ryan.mccabe@mccabetrotter.com
Attorney for Appellants