

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

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APPEAL FOR AIKEN COUNTY  
Court of Common Pleas

M. Anderson Griffith, Master-in-Equity for Aiken County

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Case Number 2011-CP-02-00548

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Three Runs Plantation Homeowners Association, Inc.,

Respondent,

vs.

Jay J. Jacobs and Judith B. Jacobs,

Appellants,

vs.

T.R. Sales Plantation, LLC and J. Wayne Raiford,

Respondents.

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RECORD ON APPEAL  
VOLUME III

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Wm. Byrd Warlick  
James S. Murray  
Warlick, Tritt, Stebbins & Murray, LLP  
Post Office Box 1495  
Augusta, Georgia 30903-1495  
(706) 722-7543  
Counsel for Respondents

Clarke W. McCants, III  
Nance, McCants & Massey  
Post Office Box 2881  
Aiken, South Carolina 29802  
(803) 649-6200 x21  
Counsel for Appellants

1. A. No. Same thing. This is also an oak tree  
2 that's between two and three years old, about the same  
3 height. It's a little fuller than the other. But big  
4 trees come from little trees, and oaks are slow  
5 growing trees. It can take 15 to 20 years for an oak  
6 to be a presence.

7 Q. What is 52?

8 A. I think it's another willow oak, but it's  
9 younger.

10 Q. It's one of your little trees?

11 A. Yes. It's a smaller tree, it's just younger.  
12 But it's a lovely tree. I'd like to make a small  
13 addition to what I said.

14 Q. All right.

15 A. Since we have a large number of mature oak  
16 and pine trees on our property, it's only logical to  
17 assume that the young trees growing up are the  
18 offspring of those trees. They're the trees that are  
19 seeding the ground. So, if we have gorgeous, mature  
20 oak trees, then the small oak trees that are growing  
21 will eventually be the same size. They're not scrub  
22 oak, they're the same oaks that we have as big trees.

23 Q. You're looking at a hardwood forest at some  
24 point; is that correct?

25 A. Yes.

1 Q. You're planning to keep the bed of the forest  
2 free of debris, trash, whatnot?

3 A. Yes. We clean everything up, and in the fall  
4 and early spring I hand weed around the base of the  
5 trees that we can't get in with the mower. It's back  
6 breaking, but I may get -- I don't leave anything  
7 around the base of the trees. Now that they've grown  
8 up to the certain size, we maintain them as trees.

9 Q. Judy, one little area I want to cover and  
10 then we're about through.

11 A. Sure.

12 Q. You know the Court's going to look at all  
13 this and decide these issues that we've talked about.  
14 I asked your husband. You guys didn't bring this  
15 lawsuit, but you're in court, participating in the  
16 process. I trust you've come down here and invested  
17 in the community, to be a part of the community?

18 A. Yes, we came here to live in this community  
19 for the rest of our functional lives, to make new  
20 friends and acquaintances, and for me to be able to  
21 enjoy the equestrian activities of the community with  
22 the people I met.

23 Q. Have you been able to do that?

24 A. Well, I have ridden whenever I can. I've  
25 been sick a lot. But when I'm healthy, I ride. But I

1 don't really ride with many of the other people here.

2 Q. Okay.

3 A. I'm pretty much excluded from the social  
4 aspects of riding. I see groups go out on trail  
5 rides, three, four, five riders, and no one calls me  
6 to go.

7 Q. Does that hurt you?

8 A. Yes.

9 MR. MCCANTS: I think those are all the  
10 questions I've got. I appreciate your responses,  
11 and I'm sure opposing counsel may have some  
12 questions for you.

13 THE COURT: Counsel, I've got ten until  
14 three. Do you have any idea how long cross will  
15 be?

16 MR. MURRAY: Your Honor, I have just a few  
17 questions.

18 THE COURT: Go ahead, then.

19 **CROSS-EXAMINATION**

20 **BY MR. MURRAY:**

21 Q. Mrs. Jacobs, the reason that y'all refused to  
22 mow your yard for all that long period of time was to  
23 let acorns turn into trees?

24 A. No, at that point we had a number of trees  
25 between one and two feet tall, and they were hard to

1 pick out to mow around. So, we wanted to wait until  
2 they leafed out in the spring so they would be easier  
3 to find.

4 Q. That's the period of time where the  
5 association was insisting that you mow your grass, but  
6 you refused to do so?

7 A. We mowed all our grass. The areas where  
8 these trees were, there was no grass.

9 Q. It takes a long time for an acorn to grow  
10 into a tree, doesn't it?

11 A. Yes, it does.

12 Q. When acorns come off an oak tree, dozens and  
13 hundreds of acorns hit the ground, and those can all  
14 become dozens and hundreds of little saplings, can't  
15 they?

16 A. No. The way nature handles it, there are  
17 hundreds of little acorns that come off, but very few  
18 actually sprout into trees.

19 Q. Now, you cut your grass, and you cut your  
20 yard last week; is that correct?

21 A. We cut our grass three -- we cut our entire  
22 property three to four times a year.

23 Q. When the neighbors testified that you've had  
24 little scrubby oaks growing up in the trail, do you  
25 think they were lying?

1           A.    I think there may be one or two.  I don't  
2    think that in any way one or two trees, a foot to two  
3    feet high, block somebody's ability to ride on a 20-  
4    foot area that is set aside.  There are many mature  
5    trees in these easements.  Nobody said that you should  
6    cut those down.  So, there may be one or two growing  
7    up.  I take out every tree that isn't an oak, because  
8    I know that it's supposed to be clear.  When  
9    something's growing up and I know it's a really high  
10   end oak tree, I don't have the heart to mow that.

11           Q.    When this lawsuit was filed, that was during  
12   that period of time where you were trying to let your  
13   trees establish; correct?

14           A.    Yes.

15           Q.    You didn't want to mow until they -- you  
16   could tell what they were?

17           A.    Right.

18           Q.    Your husband said that non-compliance with  
19   these covenants is a deterrent to potential customers?

20           A.    Yes.

21           Q.    Isn't it true that at the time this lawsuit  
22   was filed, the single most -- the single greatest  
23   deterrent to people driving through to look at Three  
24   Runs, was your yard?

25           A.    No, because we mow our entire lawn, every

1        easement, and the entire property 100 to 150 feet from  
2        the road. Unless they stopped, got out of their  
3        vehicles, and walked on to our property, it was not  
4        possible to see the areas that had not been mowed.  
5        So, for curb appeal, someone driving by would have  
6        never noticed. We mowed however many hundred feet of  
7        frontage we have, back to 100, 150 feet at all times.

8            Q.    Your husband says that y'all are being sued  
9        for not mowing your yard --

10          A.    Yes.

11          Q.    -- while many --

12          A.    Well, for not mowing the entire property  
13        during that period.

14          Q.    Let me finish my question.

15          A.    Sure.

16          Q.    Your husband says that y'all are being sued  
17        for not mowing your yard while many other violations  
18        are not being pursued?

19          A.    Correct.

20          Q.    Okay. So, is it your position, since some  
21        other neighbors might be in violation of the  
22        protective covenants, then we can't stop you from  
23        violating the protective covenants?

24          A.    No. I'm -- it's our position that since no  
25        other neighbor has been sued, why are we being sued?

1 Q. Are you aware that the covenants allow any  
2 owner to enforce the covenants?

3 A. Yes.

4 Q. You have a right to enforce any covenants  
5 that you want to enforce against others?

6 A. Yes.

7 Q. That's your right?

8 A. Yes.

9 Q. All the owners in the association have a  
10 right to enforce the covenants against you, too?

11 A. Yes.

12 Q. You say the first thing you got when you were  
13 looking at Three Runs was that brochure?

14 A. Yes.

15 Q. That's the brochure that has the protective  
16 covenants in it, itself?

17 A. Yes.

18 Q. The protective covenants in there say very  
19 plainly that the developer reserves the right to make  
20 changes, additions, or deletions to the amenities?

21 A. Absolutely. That's why we questioned Ms.  
22 Conger about the amenities, because we read those  
23 things. She assured us many times that we did not  
24 have to worry, it was going to happen.

25 Q. She gave you that opinion. But the

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PAMELA N. POPE, CCR, CVR-M

1 protective covenants that were the legal document that  
2 had been recorded said that the developer can change,  
3 delete, or add to the amenities?

4 A. Yes.

5 Q. You were on notice of that?

6 A. Yes. But we had never met Mr. Raiford, and  
7 we had spent considerable time with Ms. Conger.

8 Q. Now, isn't it true that in addition to the  
9 amenities that were advertised, Mr. Raiford has put in  
10 a community library?

11 A. Yes, he's requested that people in the  
12 neighborhood drop off books, if that constitutes a  
13 community library.

14 Q. I'll make this quick. Isn't it true that  
15 he's put in other amenities that were never  
16 advertised, such as six picnic sheds along the creek,  
17 new cross country arena, a new jump arena that's being  
18 developed right now, a new dressage area that's being  
19 developed right now, and a maintenance shed for  
20 homeowners association equipment has been erected?

21 A. It does say in all the advertising that  
22 further equestrian amenities will be built, as needed,  
23 throughout the community. So, I feel that those  
24 additional equestrian amenities have been advertised.

25 Q. And it's working like gang busters, isn't it?

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PAMELA N. POPE, CCR, CVR-M

1 A. That part is great.

2 Q. Thank you very much. Where are your two  
3 horses?

4 A. They are at a neighbor's.

5 Q. Where is your trailer?

6 A. My trailer is at my neighbor's. It is  
7 located where she requested I put it, not me.

8 Q. That's in Three Runs?

9 A. Yes. It is behind her barn, towards the  
10 center of her second lot. So, it's -- you can see it,  
11 but not easily.

12 MR. MURRAY: Thank you for answering my  
13 questions.

14 THE COURT: Any redirect?

15 MR. MCCANTS: Nothing further.

16 THE COURT: Ma'am, you can have a seat. You  
17 anticipate one more witness?

18 MR. MCCANTS: Yes, sir.

19 THE COURT: You're going to have some  
20 redirect or --

21 MR. WARLICK: Of this next witness?

22 THE COURT: No, are you calling any other  
23 witnesses on redirect?

24 MR. WARLICK: There's a possibility I may  
25 call Mr. Garner, it depends on how it develops.

10/26/2007 13:06 FAX 8038488811

+ RAIFFORD OFFICE 002/005

FROM : 10/19/2007 11:05 FAX 8038488811

FAX NO. : +610 458 3748

Oct. 26 2007 12:51PM P2

002

STATE OF SOUTH CAROLINA)

CONTRACT FOR PURCHASE AND SALE

COUNTY OF AIKEN)

**AGREEMENT** made and entered into this 25th<sup>th</sup> Day of October, 2007 by and between T.R. SALES PLANTATION, LLC, hereinafter referred to as "Seller," and JAY T. and JUDITH B. JACOBS, hereinafter referred to as "Purchaser," THE CAROLINA REAL ESTATE COMPANY shall hereinafter be called "Broker," and sometimes "Escrow Agent."

For and in consideration of the mutual covenants and conditions herein, the Seller agrees to sell and the Purchaser agrees to purchase all that certain property being 14.02 acres, identified as Lots 10 and 11, Three Runs Subdivision, Phase II, Aiken, South Carolina 29803. Copy of plat attached.

1. **PURCHASE PRICE.** The purchase price for the Property shall be Two Hundred Eighty Thousand Four Hundred Dollars (\$280,400) with Ten Thousand Dollars (\$10,000) paid to the Escrow Agent upon final execution of this Contract. The proceeds of such deposit will be held by the Escrow Agent, subject to clearance, as earnest money deposited on account of the purchase price. The deposit shall be applied against the purchase price as provided in this Contract, and shall be non-refundable if Purchaser fails to close except as provided for by the contingencies.

2. **TERMS OF PAYMENTS.** The purchase price shall be paid as follows: Two Hundred Eighty Thousand Four Hundred Dollars (\$280,400) at closing, which shall include Ten Thousand Dollars (\$10,000) deposited upon final execution of this Contract as stated in Paragraph 1 above.

3. **CONDITION OF THE PROPERTY.** The Purchaser acknowledges that the Seller has made no representations regarding the condition or the topography of the Property. The Purchaser further acknowledges that he has inspected or will cause to be inspected the Property. The Purchaser further acknowledges that he will perform under the terms of this Contract only if the Property is found to be in acceptable condition following any inspections, appraisals, surveys, etc. he may deem necessary.

4. **INSPECTIONS.** Any appraisals, inspections and surveys, other than the subdivision survey provided by the Seller, shall be conducted at Purchaser's sole cost and expense.

5. **AGENCY DISCLOSURE.** The Carolina Company will be acting as a Dual Agent in this transaction. Required South Carolina Disclosure Form is attached.

6. **CLOSING.** The closing of this transaction shall occur on or before December 14, 2007 at the offices of William H. Tucker, 111 Park Avenue SE, Aiken, South Carolina 29801 (803-648-4213). At the closing, the Seller shall deliver or cause to be delivered to the Purchaser, duly executed and acknowledged where appropriate, the following:

- (a) A good and marketable warranty deed to the Property.
- (b) A closing statement

At the closing, the Purchaser shall deliver, or cause to be delivered to the Seller, duly executed and acknowledged where appropriate, the following:

- (a) The money required to close; and
- (b) A closing statement.

510



10/28/2007 13:06 FAX 8036488611

+ RALFORD OFFICE @003/005

FROM : 10/25/2007 11:05 FAX 8036488611

FAX NO. : +610 458 3748

Oct. 26 2007 12:52PM P3

@003

7. **PRORATIONS AND ADJUSTMENTS.** All real estate and, if any, ad valorem taxes shall be prorated as of the date of the closing. Taxes shall be prorated on the basis of current tax bills to be presented by the Seller at closing. If the tax statements are not yet available, the parties shall prorate at closing on the basis of the last known values and rates and adjust the prorations once such become known for the year of closing.

8. **ROLLBACK TAXES.** This property may be subject to rollback taxes. At closing, Purchaser will be provided with an application for special assessment. If rollback taxes are subsequently determined and billed to the Purchaser, the Seller and Purchaser agree that the rollback taxes shall be pro-rated as of the date of closing. A Rollback Tax Addendum is attached to this Contract.

9. **CLOSING COSTS.** The Seller shall pay Seller's normal closing costs to include real estate commission, deed preparation and the deed transfer fee. The Purchaser shall pay Purchaser's normal closing costs to include any loan costs, title insurance premiums, attorney's fees and recording costs.

10. **BROKER AND CONSULTING FEES.** The parties represent and warrant to each other that there are no other real estate brokers, finders or consultants involved in this transaction except The Carolina Company. The Seller shall pay a commission of ten percent (10%) at closing. The Purchaser and Seller indemnify and hold each other harmless from and against any claim made by or liability, including reasonable attorney's fees and court costs to any broker, finder, or consultant in connection with this transaction other than those specifically named herein. The provisions of this paragraph shall survive the closing of this transaction.

11. **DEFAULT.** If the Purchaser neglects or refuses to complete the purchase or to close as provided herein, then the down payment and any additional payments received shall be retained by the Seller, as a liquidated damage and as Seller's only remedy, on account of Purchaser's breach of contract and all parties shall thereupon be relieved of further obligations to each other under the Contract. If the Seller defaults under this Contract, the Purchaser shall be entitled to the refund of the down payment and any payments made or any such remedy as may be allowed under the law.

12. **NOTICES.** Any notice required or permitted under the terms of this contract shall be in writing addressed to the parties as follows and may be given by personal delivery or by certified mail, return requested, in a postage prepaid envelope:

To the Seller: Mr. J. Wayne Ralford  
528 Edgefield Road, Suite G  
Belvedere, South Carolina 29841

To the Purchaser: Mr. and Mrs. Jay J. Jacobs 610-458-5514 (home)  
15 MacLeod Pond Road 610-220-1806 (her cell)  
Glenmoore, Pennsylvania 19343

To the Broker: The Carolina Real Estate Company  
c/o Mrs. Courtney W. Conger  
333 Park Avenue SW  
Aiken, South Carolina 29801

All communications provided for herein shall be deemed effective when delivered or mailed as provided herein.

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10/26/2007 13:00 FAX 8036488611

+ RALFORD OFFICE @004/005

FROM: 10/26/2007 12:00 FAX 8036488611

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@004

13. MISCELLANEOUS PROVISIONS:

- (a) AMENDMENTS: This Contract constitutes the entire agreement of the parties and shall not be modified or amended except by written agreement duly executed by the parties hereto.
- (b) ASSIGNMENT OF AGREEMENT: The Purchaser's rights, obligations, liabilities, powers, duties, covenants and all other similar matters under this Contract may be assigned.
- (c) GOVERNING LAW: The laws of the State of South Carolina shall govern the interpretation and enforcement of this contract.
- (d) MATERIALITY: All covenants, agreements, representations and warranties made herein shall be deemed to have been material and relied on by each party to this contract.
- (e) HEADINGS: All sections and descriptive headings in this Contract are inserted for convenience only and shall not affect the construction or interpretation of the provisions herein.
- (f) COUNTERPARTS: This Contract may be executed in any number of counterparts, each of which, when executed and delivered, shall be original, but all counterparts shall together constitute one and the same instrument.
- (g) SEVERABILITY: Inapplicability or unenforceability of any provision of this Contract or any instrument executed and delivered pursuant hereto shall not limit or impair the operation of any other such instrument.

14. BINDING EFFECT: This Agreement shall be binding upon the respective parties hereto, their personal representatives, successors and assigns.

15. EASEMENT AND RESTRICTIONS: To the best of Seller's knowledge, there are no easements of record on the Property and no restrictions, except those required by Three Runs Plantation Subdivision, Phase II, and the County of Alameda.

16. CONTINGENCIES:

- (a) Approval of this Contract and Three Runs Plantation Subdivision Covenants by Purchaser and/or Purchaser's attorney within five (5) working days of the final execution of this contract. ✓
- (b) Unless otherwise stated by fax, phone or email, this Contract and Three Runs Plantation Subdivision Covenants shall be considered acceptable to Purchaser after five (5) working days from the final execution of this Contract. ✓
- (c) Contract shall be subject to Purchaser obtaining satisfactory financing.
- (d) Seller agrees to have all corners clearly marked by surveyor prior to closing.
- (e) Purchaser's plans, if any, for home and any other additional buildings shall be subject to approval of Three Runs Architectural Review Committee prior to start of construction.
- (f) Purchaser acknowledges and agrees that a One Thousand Dollar (\$1,000) Capital Assessment Fee shall be paid by Purchaser at closing.
- (g) A One Thousand Dollar (\$1,000) Annual Homeowners Association fee shall be paid at closing in addition to the one time Capital Assessment Fee.
- (h) Lots must part or purchase price shall be refunded and the Parties shall have no further obligations hereunder.
- (i) Seller agrees to plant coastal Bermuda grass on both lots without charge to purchaser.

17. The Parties agree that facsimiles are deemed original in this transaction.

10/26/2007 13:07 FAX 8036488611

+ RALFORD OFFICE 0005/005

FROM :

FAX NO. : +610 458 3748

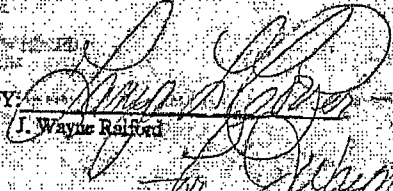
Oct. 26 2007 12:53PM P5

10/26/2007 FAX 8036488611

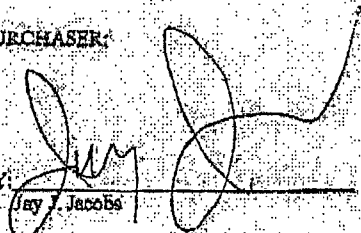
0005

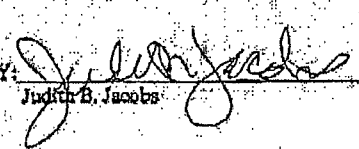
WITNESS our Hands and Seals this day and date first written above.

SELLER:  
T.R. SALES PLANTATION, LLC

BY:   
J. Wayne Ralford

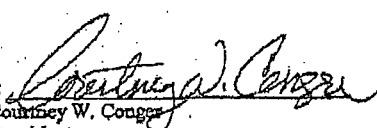
PURCHASER:

BY:   
Jay J. Jacobs

BY:   
Judith B. Jacobs

BROKER:

THE CAROLINA COMPANY

BY:   
Courtney W. Conger  
President

4

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Please return to:  
William H. Tucker, Esquire  
Hull, Towill, Norman, Barrett & Salley, P.C.  
Post Office Box 517  
Aiken, SC 29802  
(803) 648-4213

AIKEN COUNTY ASSESSOR  
Tax Map:  
159-10-02-001  
159-10-02-002

2007040764

DEED  
RECORDING FEES \$10.00  
STATE TAX \$729.30  
COUNTY TAX \$308.55  
PREPARED & RECORDED  
12-17-2007 11:00 AM  
JUDITH WARNER  
REGISTER OF DEEDS CONVEYANCE  
AIKEN COUNTY, SC  
By: MARILYN SEIGLER DEPUTY  
BK:RB 4178  
PG:834-837

This deed was prepared by the law firm of  
Hull, Towill, Norman, Barrett & Salley, PC (William H. Tucker)  
Post Office Box 517  
Aiken, SC 29802  
File No. 4967-1900

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN ) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that T. R. SALES PLANTATION, LLC, in the State aforesaid, for and in consideration of Two Hundred Eighty Thousand Four Hundred and 00/100 (\$280,400.00) Dollars, to it paid by JAY J. JACOBS and JUDITH B. JACOBS, (*Receipt whereof is hereby acknowledged*) have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said JAY J. JACOBS and JUDITH B. JACOBS, for and during the term of their joint natural lives, and upon the death of either, to the survivor thereof, his or her heirs and assigns, the following described real estate:

All those certain pieces, parcels or lots of land, with any improvements thereon, situate, lying and being located in Aiken County, South Carolina, being shown and designated as Lots 10 and 11, Three Runs Plantation, Phase 2, containing 14.02 acres, more or less, as shown upon that certain plat prepared for T. R. Sales Plantation, LLC, by Star Survey, Inc., PLS, dated May 16, 2006, and recorded in Plat Book 52, at page 140, in the Office of the Register of Deeds for Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description thereof.

This being a portion of the same property conveyed to TR Sales Plantation, LLC by deed of J. Wayne Ratford dated December 19, 2006, and recorded in Record Book 4108, at page 1719, in the Office of the Register of Deeds for Aiken County, South Carolina.

Tax Parcel No.: 159-10-02-001 (Lot 10)  
159-10-02-002 (Lot 11)

Grantees' mailing address: 15 MacLeod Pond Road  
Glenmoore, PA 19343

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

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Book 4178 Page 834

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PLAINTIFF'S  
EXHIBIT

2

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said JAY J. JACOBS and JUDITH B. JACOBS, for and during the term of their joint natural lives, and upon the death of either, to the survivor thereof, his or her heirs and assigns forever.

And the Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the said premises unto the said JAY J. JACOBS and JUDITH B. JACOBS, for and during the term of their joint natural lives, and upon the death of either, to the survivor thereof, his or her heirs and assigns against it and its successors and assigns and any others whomsoever lawfully claiming or to claim any part thereof.

Witness the execution hereof by grantor this 14<sup>th</sup> day of December, 2007.

Signed, Sealed and Delivered  
In the presence of:

Witness signature

Notary Public Signature

T. R. SALES PLANTATION, LLC

J. WAYNE RALFORD, Member

(L.S.)

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

I, William H. Tucker, a Notary Public for the State of South Carolina, do hereby certify that T. R. SALES PLANTATION, LLC BY J. WAYNE RALFORD, Its Member personally appeared before me this day and acknowledged the due execution of the foregoing instrument

Witness my hand and official seal this 14<sup>th</sup> day of December, 2007.

Notary Public for South Carolina

My commission expires: 1/14/2017

STATE OF SOUTH CAROLINA  
COUNTY OF AIKEN

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 Lots 10 and 11, Three Runs Plantation, Phase II, in Aiken County, bearing Aiken County Tax Map Numbers 159-10-02-001 and 15910-02-002 transferred by T. R. Sales Plantation, LLC to Jay J. Jacobs and Judith B. Jacobs on December 14, 2007.
3. Check one of the following: The deed is
  - (a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (b) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
  - (c) \_\_\_\_\_ exempt from the deed recording fee because (See Information section of affidavit): \_\_\_\_\_ (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this affidavit):
  - (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of: \$280,400.00
  - (b) \_\_\_\_\_ The fee is computed on the fair market value of the realty which is \_\_\_\_\_
  - (c) \_\_\_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \_\_\_\_\_
5. Check Yes \_\_\_\_\_ or No X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: \_\_\_\_\_
6. The deed recording fee is computed as follows:
  - (a) Place the amount listed in item 4 above here: \$280,400.00
  - (b) Place the amount listed in item 5 above here: -0- (If no amount is listed, place zero here.)
  - (c) Subtract Line 6(b) from Line 6(a) and place result here: \$280,400.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$1,037.85
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: closing attorney

9. 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 than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 14<sup>th</sup> day of  
December, 2007.

Selukan H. Bugar  
Notary Public for South Carolina  
My Commission Expires: 08/19/2015

William H. Tucker  
WILLIAM H. TUCKER

#### INFORMATION

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

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-10(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner of from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantor's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-10(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.

STATE OF SOUTH CAROLINA     )  
                                      )  
COUNTY OF AIKEN             )

~~PROTECTIVE COVENANTS OF  
THREE RUNS PLANTATION~~

THE DECLARATION OF PROTECTIVE COVENANTS is made and published this 29th day of November, 2005 by J. Wayne Raiford, hereinafter referred to as "Developer" and Three Runs Plantation Homeowners Association, Inc., hereinafter referred to as "the Association."

WITNESSETH:

THAT WHEREAS, the Developer is the owner of the following described property:

ALL those certain pieces, parcels or lots of land, with any improvements thereon, situate, lying and being located near New Ellenton in Aiken County, South Carolina, being shown and designated as Lots 1-10 and 15-22 on that certain Record Plat of Three Runs Plantation prepared by William H. McKie, III, PLS dated November 21, 2005 and recorded November 23, 2005 in Plat Book 50, page 646, Aiken County Records.

WHEREAS, the Developer desires to develop on said property a residential equestrian community to be known as Three Runs Plantation and hereinafter referred to as "Three Runs" and has deemed it desirable for the preservation of the value of said property to have an organization which shall be delegated and assigned, as hereinafter set forth, the power of maintaining and administering and enforcing the terms and conditions hereinafter set forth in this agreement, and also to perform any other functions that may be desirable to improve the enjoyment of living in Three Runs; and

WHEREAS, the Developer has caused the Association to be incorporated under the laws of the State of South Carolina for the purpose of exercising the powers and functions aforesaid; and

WHEREAS, it is to the interest, benefit and advantage of the Developer and the Association and to each and every person who shall hereinafter purchase a lot in Three Runs, that certain protective covenants governing and regulating the use and occupancy of the same and certain easements, reservations and servitudes be improved upon said property, and the same be established, set forth and declared to be covenants running with the land; and

NOW, THEREFORE, for and in consideration of the premises, and the benefits to be derived by the Developer and the Association and each and every subsequent owner of any of the lots of said subdivision, the Developer does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of the said lots and to all persons owning said lots, or any of them hereafter:



ARTICLE I  
RESIDENTIAL USE, BUILDINGS AND LOCATION OF STRUCTURES

1. Size of Structures

All of the above-described lots shall be used for residential purposes only for the erection of one detached single-family residence. The Architectural Control Committee ("ACC"), as hereinafter described, recognizing that the quantity of square footage does not alone necessarily determine the design and construction quality or monetary value of a residential structure, shall not be bound by a minimum square footage requirement for a residence. It is the intention, rather, of the parties hereto that the sole criteria governing the nature of such improvements to be constructed in Three Runs shall be those of good taste, high quality, both as to workmanship and materials, and harmony and suitability of such improvements to their environment and surroundings, as determined by the ACC in its sole opinion.

2. Altering Lot Boundaries

No lot shall be subdivided, nor its boundary lines changed, nor shall application for same be made to the applicable governmental entity, except with the written consent of the Developer. However, the Developer hereby expressly reserves unto himself and his successors, assigns and heirs, as the case may be, the right to re-plat and change the boundary lines or subdivide any lot or lots owned by him in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such re-plated lot(s) suitable and fit as building site(s), including, but not limited to, the relocation of easements, walkways, rights of way, private roads and other amenities to conform to the new boundaries of said re-plated lots. The provisions of this paragraph shall not prohibit an owner from combining two (2) or more contiguous lots owned by said owner 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 this Declaration.

3. Location of Building on Lot

It is the intention of the Developer that the ACC allow the construction of structures to be erected on any lot in Three Runs in such a location on each lot as will more fully enhance the natural harmony and aesthetic appeal of Three Runs. However, no building, swimming pool or other recreational amenities of any kind or character shall be erected on a lot within seventy-five (75) feet of any road within the subdivision. No improvements of any kind, including fencing, shall be erected on a lot within twenty-five (25) feet of any rear property line or within fifteen (15) feet of any side property line. The foregoing notwithstanding, a riding arena does not constitute a recreational amenity for which such setbacks are applicable, except that the setbacks applicable to fences must still be observed. If

any lot is re-subdivided or enlarged pursuant to the provisions of Paragraph 2 of Article I hereof, side and rear line restrictions shall be applicable only to the side and rear lines of the lot as altered or re-subdivided. All boundary lines between corner lots and contiguous lots shall be considered as side boundary lines.

4. Construction Order of Improvements

It is not necessary that a main dwelling be built on a lot. It shall be permissible to construct a barn (with or without an apartment) and/or separate guest quarters on any lot without construction of a main dwelling.

5. Zoning Restrictions

Zoning ordinances, restrictions and regulation of the applicable governmental entities applicable to the subject property shall be observed and in the event of any conflict between any provision of these Declarations and such ordinance, restrictions or regulations, the more restrictive provision shall apply.

6. Wetlands

Some portions of some lots in Three Runs are or may be considered wetlands, as that term is defined under applicable local, state or federal law or regulation. All owners of lots within Three Runs shall comply with all such laws, rules and regulations governing their lot(s), including construction of improvements thereon.

ARTICLE II  
ARCHITECTURAL CONTROL COMMITTEE

1. Submission of Plans, etc.

An Architectural Control Committee, hereinafter called the "ACC", has been duly set up and appointed by the Developer, to exercise such jurisdiction and functions with respect to all lots in Three Runs as may be delegated to it under the charter and by-laws of the Association and as may now or hereafter by amendment be additionally bestowed upon it by terms hereunder. Plans and specifications for all proposed improvements and landscaping upon the lots must be submitted in writing to the ACC, which is hereby vested with the full power and authority to approve or disapprove the same in whole or in art, or require the modification of the same as it may, in its discretion deem proper. No construction, landscaping, or erection of any improvements of any kind may be undertaken without its prior written approval. The ACC shall have the right to refuse to approve any building plans, specifications, site plans, or grading plans which are not suitable or desirable in its sole opinion for any reason, including purely aesthetic reasons. Neither the ACC nor any agent thereof, nor the Developer, shall be responsible in any way for any defects in any plans or specifications submitted, revised, or

approved, nor for any structural or other defects in any work done according to such plans and specifications. In addition, approval by the ACC does not provide any guarantee that said plans will be approved by the applicable building department nor does it act as a waiver for such approval. In so passing upon building plans, specifications, site plans or grading plans, the ACC shall take into consideration the suitability of the proposed building and any other improvements, the harmony of the building in its location with its surroundings and the effect of the building as planned on the outlook from adjacent or neighboring portions of the subject property. All fences, walls, barbeque pits, detached garages, storage sheds, barns, guest cottages and other accessory buildings or recreational facilities shall be constructed in general conformity with the architecture of the main dwelling and out of materials which conform to the materials used in such main dwelling. Building plans and specifications submitted to the ACC shall consist of not less than the following: Foundations plans, section details, floor plans of all floors, elevation drawings of all exterior walls, roof plans, material specifications and site plans showing location and orientation of buildings on the lot, with all setbacks indicated, in such detail as may be required by the ACC in its sole discretion. Plans and specifications shall show driveways, service courts or areas, parking or any other buildings, improvements or facilities to be constructed. Neither the main residential building nor accessory buildings may be constructed on any lot without the full and active supervision of an architect or building contractor so licensed by the State of South Carolina.

## 2. Preservation of Trees and Vegetations

Since living trees, shrubs and other vegetation contribute to the aesthetic value of the lots in Three Runs, no tree more than eight (8) inches in diameter at its base may be removed from a lot at any time without the prior written approval of the ACC. In order to obtain approval for the clearing of a building site, the owner must stake on the lot the proposed location of the planned improvements and mark all trees to be removed for inspection by the ACC. The preliminary stakeout must be updated to reflect any proposed changes in the location of improvements, driveways or any additional trees to be removed.

With prior written approval of the ACC, the existing trees and vegetations may be trimmed a minimum amount to allow views from the home. Clear cutting for a view is not allowed and the subtle beauty of a view through the trees is encouraged. All existing tree lines along creeks and streams and any wetlands therein must be maintained for a minimum distance of forty (40) feet from said creeks, streams and wetlands, or such further amount as may be required by applicable governmental rules, regulations and ordinances. All trees and vegetation to be trimmed must be clearly marked in order to obtain approval for the ACC.

3. Garages and Carports

Garages and carports may open to the front of the residence only when lot size or topography requires it. Garages and carports must open to the side when feasible. When garages are constructed which open to the front, an automatic garage door opener shall be installed for each garage door and the garage doors must be kept down or closed except when persons or vehicles are immediately entering or exiting said garage.

4. Completion of Construction Within One Year

The exterior of all buildings or other structures must be completed within one (1) year after the construction of the same shall have been commenced, except where such delay is due to a force majeure event, including, but not limited to, strikes, fire, natural emergency, or natural calamity.

5. Roofs

Roofs on improvements shall be constructed of high quality architectural or laminated shingles. In addition, green metal roofing is permitted provided that it is the sole roofing material used on improvements. No three tab shingles shall be approved.

6. Fences and Hedges

No fence, hedge, wall, shrub, bush, tree or other similar structure, natural or artificial, shall be placed, maintained or permitted to remain on any lot or area within an equestrian easement. In addition, no fence, hedge, wall, shrub, bush tree or other similar structure, natural or artificial may be erected or allowed to remain which obstructs the vision of any motorist on any adjacent street or lane or creates a traffic hazard. No fences, hedges, wall or other similar structure, natural or artificial, shall be permitted within twenty (20) feet of the right-of-way of any road or street within or bordering the subdivision. No fence, wall, hedge or similar structure on any lot shall be constructed or maintained which is either more than seven (7) feet in height or higher than that allowed by ordinance currently enforced by applicable governmental ordinance, whichever is less. All fences shall be of a uniform three or four board wooden design painted a flat black. The use of a fence made solely of woven wire, barbed wire, hog wire, chain link or plastic is strictly prohibited, except that alternate types of fencing which are suitable for the intended purpose may be erected if approved in writing by the ACC.

7. Membership in the Architectural Control Committee

Membership in the ACC shall be solely by appointment of the Developer until all of the lots which are now or may hereafter be made subject to these Declarations have been sold to a third party by Developer unless said Developer shall in his sole discretion earlier assign his rights of appointment to the Association. Thereafter, the Developer shall assign right of appointment to the ACC to the Association.

The initial Architectural Control Committee is composed of three (3) members, namely, J. Wayne Raiford, Tanya Cooper and Linda Raiford. A majority of the committee members may designate a representative to act on behalf of the ACC.

ARTICLE III  
LAND USE RESTRICTIONS

1. Animals

Horses, stable pets and household pets shall be permitted within the subdivision provided that the number of each is limited so as not to constitute a nuisance to other residents of the subdivision. For purposes hereof, stable pets are defined as goats, chickens, mules, donkeys and pot-belly pigs. Commercial equestrian activities, including, but not limited to, boarding, breeding, training and sales, are permitted provided that the same do not constitute a nuisance to other residents of the subdivision. Commercial kennels for boarding, breeding, training and sales of canines or other animals are prohibited. No ovine, bovine, pigs, chickens, fowl or bait farms shall be allowed or permitted on any lot or tract. Stables and pastures shall be maintained in a sanitary manner and all animal waste products shall be disposed of in an appropriate manner such that odors do not emanate beyond said owner's lot boundaries. Additional animals may only be maintained within the subdivision if approved in writing by the Association.

No vicious or dangerous animals may be kept on any lot or tract. All dogs and other animals must be fenced or otherwise contained on their owner's property. The term "vicious" shall mean any animal: (i) with a propensity, tendency, or disposition to attack unprovoked, to cause injury, or to otherwise endanger the safety of human beings or domestic animals; (ii) that attacks a human being or domestic animals without provocation; (iii) that is owned or harbored primarily or in part for the purpose of fighting or that is trained for fighting; (iv) whose behavior or temperament constitutes a risk of injury to a person or another animal; or (v) that evidences an abnormal inclination to attack persons or other animals. In the event of any dispute as to what constitutes a "vicious" animal, the Association's determination shall be final and binding.

2. Vegetable Gardens

Vegetable gardens are permitted provided that they are screened from view from streets and adjacent lots.

3. Screened Areas for Unsightly Items

No garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, clotheslines, dog pens and other unsightly objects may be maintained except in service areas that conceal them from view from streets and adjacent lots. Plans for such service areas delineating the design, size, appearance and location must be approved by the ACC prior to their construction. Service areas of individual homes must be carefully planned to screen from view the aforesaid items, as well as any other mechanical equipment or items of storage servicing a lot.

Television, radio and CB antennas are not permitted in Three Runs. Satellite television reception dishes must be located in the service area as defined above and totally screened from the road and adjacent lots. The installation and location of any satellite reception dishes must be approved by the ACC prior to their erection.

4. No Dumping or Rubbish

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and all such waste shall be kept in sanitary containers screened from view, as provided in Paragraph 3 of this Article III. It shall be the responsibility of each owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on his/her lot that tend substantially to detract from the beauty of the subject land as a whole or his/her lot in particular. No outside burning of trash, garbage or other refuse shall be permitted on any lot.

5. Trucks, Trailers, Mobile Homes

No parking of trucks, trailers or mobile homes shall be permitted on the streets, lots or other portions of Three Runs except during construction and, thereafter, except for delivery and pickup or remodeling and repair of buildings on the subject property. In no event are any persons permitted to reside overnight in trailers or mobile homes within Three Runs. Horse trailers, campers, motorcycles, motorbikes, motor homes, vans, travel trailers, panel or service trucks, boats and boat trailers may be kept on a lot so long as said vehicles are not displayed in an unsightly manner or spoil the aesthetic beauty of the subdivision and are stored or parked in the rear yard so that they are not visible from any street.

6. Hobbies

The pursuit of hobbies or other activities, including without limiting the generality hereof, the assembly and disassembly of vehicles and other mechanical devices which might lead to disorderly, unsightly or unkept conditions, shall not be pursued or undertaken on any lot. No permanent type of sports equipment such as basketball hoops shall be located on any lot where such equipment would be visible from any street without the prior written approval of the ACC. As Three Runs is an equestrian area, horses and equipment related to equestrian activities are permitted.

7. Driveways and Walks

No breaks shall be made in any curb or gutter on or adjacent to the right of way of any street for the purpose of constructing any driveway, walk or other means of ingress to and egress from a lot, unless the apron of such driveway or walk shall be constructed of a permanent paving material, such as asphalt or exposed aggregate which is structurally and aesthetically compatible with the curb or gutter being broken and the adjacent street. Such driveway or walk shall tie in with the street curb and/or gutter in such a manner that a hazardous condition is not created.

8. Noxious or Offensive Activity

No noxious or obnoxious activity shall be carried on upon any lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to Three Runs residents and lot owners. There shall not be maintained on any lot any plants or animals, or device or thing of any sort whose normal activity or existence is in any way noxious, dangerous, unsightly, unpleasant or of such a nature as may diminish or destroy the enjoyment of Three Runs by other residents and lot owners.

9. Signs and Mailboxes

Except as otherwise provided in these Declarations, no sign shall be erected or maintained on any portion of Three Runs by anyone including, but not limited to, an owner or realtor, a contractor or subcontractor, except with the written permission of the ACC or except as may be required by legal proceedings. If such permission is granted, the ACC reserves the right to restrict design, color and content of such sign. One (1) sign of not more than four (4) square feet used by a contractor during the construction period of the main dwelling structure or accessory structure is permissible and one (1) "For Sale" realtor sign may be erected without the permission of the ACC. The mailbox and its stand as well as any property identification signs for each lot may not be erected until they have been approved in writing by the ACC.

10. No Interference with Streams

No owner shall obstruct, alter or interfere with the flow or natural course of the waters of any river, creek, stream, lake or pond in the subject property without first obtaining the written consent of the ACC, as well as any applicable governmental entity having jurisdiction over the same.

11. Use of Ponds and Streams

No owner, whether or not his property is bounded by the waters of a lake, pond, river, stream or creek, shall by virtue of his ownership of any lot, acquire any right, title or interest in and to the lakes, ponds, river, streams or creek within Three Runs or the beds, waters or surfaces thereof.

12. Maintenance of Lots

All lots, including vacant lots, must be maintained in a clean and first class condition, including mowing all grass, controlling the weeds and keeping the same free from any trash, debris or accumulation of other items on said lot. In the event that an owner does not maintain said owner's lot(s) in such first class condition, the Association shall be entitled to perform the necessary work to said lot to bring it up to an acceptable condition in the Association's sole discretion and any costs so incurred by the Association shall be treated as assessments in accordance with Article VI.

ARTICLE IV  
RESERVATIONS OF EASEMENTS

Easements for the installation and maintenance of utilities and drainage facilities are reserved by the Developer over the front and rear ten (10) feet of each lot and over five (5) feet from each side lot line, and over all areas designated as easements upon the aforesaid plat of Three Runs; provided, that in the event of re-subdivision of any of the said lots under the provision of Paragraph 2 Article I hereof, such side easements shall apply to the side lot lines of the lots as re-subdivided in lieu of the side lot line of the lots as shown on the original plat referred to above, unless the installation of utilities and drainage facilities shall have been substantially completed, in which event the easement originally reserved shall apply. Where an easement with larger dimensions is shown on said plat, the larger easement shall apply instead of the easement herein reserved.

There are hereby established equestrian/pedestrian easements for the use and enjoyment of all lot owners in the subdivision. Such easements shall be twenty (20) feet in width on the front, rear and side lot lines not adjacent to other lots within the subdivision and ten (10) feet in width on side lot lines adjacent to other lots within the subdivision. Said easements shall be parallel with and contiguous to each exterior boundary of all lots within the subdivision and such other places and dimensions as may be shown on the

aforesaid plat. The owners of lots over which the equestrian/pedestrian easements are located shall erect no improvements and allow no obstructions within the easement area. Lot owners shall be required to keep all such easements open and accessible for the full width of the easement. Only equestrians and pedestrians shall be permitted on the equestrian/pedestrian easements. Pedestrians shall yield the right of way to horses at all times on said easements. No bicycles or motorized vehicles shall be permitted on said easements, except that motorized vehicles may be permitted on said easements solely for maintenance purposes and in the event of an emergency.

#### ARTICLE V

#### MEMBERSHIP IN THE ASSOCIATION AND VOTING RIGHTS OF ITS MEMBERS

##### 1. Membership

All owners of a single-family residential building lot or lots in Three Runs thereby become members of the Association for so long as such ownership continues; provided, however, that no person or corporation in taking title as security for the payment of money or for the performance of any obligations shall thereby so become entitled to membership. Ownership of property as qualification for membership is defined herein as follows: Ownership of any such lot under recorded deed, whether the owner is occupant or not. Ownership within the meaning and intention hereof shall cease upon the sale of any such lot to another by the owner thereof. Sale of any such lot within the meaning hereof shall mean and shall be effective upon the recording of any deed conveying such lot to another.

The Developer shall be a member of the Association so long as he is an owner of one or more residential lots as shown on the aforesaid plat, or of any additional property made subject to these Declarations under Article IX hereof.

Members of the Association shall consist of two classes: Class A members and Class B members, who respectively shall have the rights, voting privileges and duties as set forth in the corporate charter or bylaws of the Association and as hereinafter set forth, to-wit:

- A. Class A members for the owners of the Lots in Three Runs shall initially consist of the Developer, who shall be entitled to voting privileges, in the amount of one (1) vote for each residential lot owned by him in Three Runs, or in additional real estate made subject to these Declarations pursuant to Article IX hereof.
- B. Class B members shall consist of all other owners of residential lots in Three Runs other than the Developer. Class B members shall not have voting privileges until the Developer shall have conveyed ninety-five (95%) percent of the residential lots as shown on the aforementioned plat (or such earlier time as may be determined by the Developer), at which time Class B

members shall automatically become Class A members. In the event that a Class B member shall own more than one contiguous lot upon which only one primary residence is constructed, such member, upon becoming a Class A member, shall be entitled to only one (1) vote and shall likewise only be subject to the imposition of dues and assessments calculated for a single lot pursuant to Article VI of these Declarations; provided that in the event that such member shall ever separate ownership of said contiguous lots or construct more than one primary residence on a lot, each such lot shall thereafter be subject to separate dues and voting rights. A corporation owning one or more lots in Three Runs shall have one (1) vote for each such lot owned, but no member, stockholder, director, employee or officer of such corporation shall acquire thereby any rights individually to become a member of the Association.

2. Membership Use of Amenities

All non-members must be accompanied by a member at all times when using the amenities within Three Runs, including, but not limited to, the swimming pool, clubhouse, tennis courts and riding areas. In no event may non-members unreasonably interfere with a member's use and enjoyment of the amenities of Three Runs, whether due to the conduct of said non-member(s) or the number of non-member(s) attempting to use said amenities. In the event of a breach of this provision, said non-members may be banned from further use of said amenities. In addition, said amenities shall be governed by such additional rules and regulations as may be promulgated by the Association from time-to-time and either posted at the site of the amenities or distributed to members and said rules and regulations shall be deemed to be incorporated herein and given the same force and effect if written herein.

3. Non-Owner Members

For so long as Developer owns the common areas and land upon which the amenities within Three Runs are situated, Developer shall have the right to allow non-lot owners to become members of the Association, which entitles them to use of the amenities and pedestrian/equestrian easements within Three Runs, provided that said non-lot owners pay the same annual assessments as lot owner members and further provided that the number of non-lot owner members is limited so as to not unreasonably interfere with a lot owner member's use and enjoyment of the amenities and equestrian/pedestrian easements. For purposes hereof, Developer has heretofore conveyed certain membership privileges to Fossil Ridge Pre-Cast, LLC, its successors and assigns, in accordance with that certain agreement recorded in Record Book 4012, page 1309, Aiken County Records. Once Developer transfers ownership of the common areas in accordance with Paragraph 4 of Article VI, the Association thereafter assumes such right to offer non-lot owner memberships, which right shall be exercised by the Association in its reasonable discretion; provided, however, that the Association may not revoke the

membership privileges of non-owners previously granted membership status unless voluntarily relinquished by said non-owner members.

4. Duties of the Association

It shall be the duty of the Association to impose and collect such dues, assessments, and other charges as it may deem necessary in accordance with Article VI hereof, and to landscape and maintain the beautification of all entrances to and medians, street islands, lighting, signage and recreational amenities of Three Runs as well as the common areas, easements and green spaces shown on the plat thereof. The Association shall also maintain insurance coverage and security services as are deemed reasonably necessary by the Association. The Association also has the additional duty of requiring all lot owners to maintain their property in accordance with the standard set forth herein.

5. Developer Rights with Respect to Amenities

Developer reserves the right for so long as Developer owns the common areas and green space in Three Runs to make such changes, additions or deletions to the amenities within Three Runs as Developer deems prudent in Developer's sole discretion. Developer makes no representations of any kind as to the kind or type of amenities to be constructed within Three Runs, nor as to the completion date of any such amenities.

ARTICLE VI

COVENANTS AND ASSESSMENTS IN FAVOR OF THE ASSOCIATION

1. Imposition of Assessment

Each member of the Association, as defined in Article V of these Declarations, obligates himself, herself, or itself, and by the ownership of a lot in Three Runs shall be deemed to covenant and agree to pay the Association when due the annual or special assessment for any dues or charges established hereby or by its Board of Directors from time to time hereinafter provided. In no event shall ownership by the Developer of any lot in Three Runs, including any additional area or areas added in the future, be construed as imposing upon the Developer the duty or obligation of paying any dues, assessments, or other charges to the Association for such lots or area.

Each residential building lot on the aforementioned plat of Three Runs shall be made subject to a continuing lien to secure the payment for each annual or special assessment or charge when due.

2. Amount of the Assessment

The fiscal year of the Association shall be the calendar year. Such annual or special assessment or charge shall be in an amount to be fixed from year to year by the Board of Directors of the Association provided, that the amount of each annual or special assessment shall be in equal amounts with respect to each lot subject to such charge or assessment under the terms of these Declarations. Such annual assessment is presently fixed at One Thousand and no/100 (\$1,000.00) Dollars per lot, subject to be changed by majority vote at the annual meeting of the Association. Also, special assessments may be imposed by a majority vote at annual meeting or special meeting of the Association called in accordance with its bylaws.

Each such annual assessment shall be due and payable in advance on the first day of January of each year, beginning January 2007, it being the intention of the Developer that no annual assessments shall be due for 2006 on any lots closed during 2006. The One Thousand and No/100 (\$1,000.00) Dollar annual assessment shall be prorated for the calendar year 2007 and subsequent years at the closing of any lot or property. Special assessments imposed in accordance with these Declarations and the bylaws of the Association shall be due and payable at such time as the Association designates.

3. Use of the Assessments

The amount so paid to the Association shall be administered by the Association and may be used for the payment of expenses incurred for the following purposes:

- A. Maintenance of entrance sites, entrance ways, medians, common areas, drainage retention basins and green space of Three Runs;
- B. Maintenance of the riding trails and equestrian/pedestrian easements and common recreation areas associated with the subdivision;
- C. Maintenance of street lights and associated utilities, including charges for electric service;
- D. Maintenance of the other recreational amenities within the subdivision, including the swimming pool, tennis courts and club house;
- E. For such purposes as set forth in the corporate charter or bylaws of the Association as they now exist or as the same may be hereafter amended;
- F. For such other lawful purposes as the Board of Directors of the Association shall determine.

4. Working Capital Contribution

Upon the sale of any lot by the Developer, said purchaser shall pay to the Association the sum of One Thousand and No/100 Dollars (\$1,000.00) as a working capital contribution to the Association. Said working capital contribution shall be held in a separate account by the Association and shall be used by the Association to meet unforeseen expenditures or to acquire additional equipment, services or improvements for the benefit of the members.

5. Dedication of Common Areas and Green Space

The Developer shall convey title to the common areas and green spaces of Three Runs to the Association at such time as it, in its sole discretion, deems proper but not later than such time as ninety-five (95%) percent of the residential building lots located in Three Runs shall have been conveyed or made subject to a contract of sale from the Developer. In addition, Developer retains the right to dedicate the streets within Three Runs to the applicable governmental entity at any time that Developer deems appropriate. Developer further reserves the right to place a conservation easement on any or all of the common areas and green space within Three Runs provided that said easement does not interfere with the members use and enjoyment of the common areas and green space.

ARTICLE VII  
REMEDIES FOR VIOLATIONS OF THESE DECLARATIONS

In the event of a violation or breach of any of the declarations and restrictions contained herein by any owner, or agent of such owner, the owners of the lots in Three Runs or the Association or the ACC or any of them jointly or severally shall have the right to proceed at law or in equity to compel the compliance with the terms hereof or to prevent the violation or breach of the covenants herein contained or recover damages for such violation. In addition to the foregoing, the Developer or the Association or the ACC have the right, whenever there shall have been built on any lot in the subdivision any structure or other condition created which is in violation of these restrictions, to enter upon the property where such violation exist and summarily abate or remove the same at the expense of the owner, if after twenty (20) days written notice of such violation, it shall not have been corrected by the lot owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions or conditions contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach occurring prior or subsequent thereto and shall not bar or affect its enforcement; provided, however, that no violation of any covenant or restriction shall constitute a forfeiture or reversion of title hereunder.

In the event the Developer, the Association, the ACC or the owners of any lot or lots in Three Runs shall bring an action at law or in equity as provided hereinabove, the prevailing party in any such action shall be entitled to recover attorneys' fees and cost of

such actions in an amount to be determined by the court of competent jurisdiction hearing same.

ARTICLE VIII  
COMMON EASEMENTS

Each and every owner of a lot or lots in Three Runs is hereby granted a non-exclusive easement for the use of the streets and ways in Three Runs for purposes of ingress and egress, for themselves and their invitees, as the same are shown on the aforementioned plat of said subdivision, such easement to remain effective only until such time as such streets and ways are dedicated to the appropriate governmental entity, at which time such easement shall expire without further action.

ARTICLE IX  
ADDITIONAL PROPERTY SUBJECT TO THESE DECLARATIONS

1. Additional Property

Additional contiguous real estate which the Developer may decide to add to the scheme of the development herein set forth, may be subjected to and placed within the jurisdiction of the Association upon the written designation of the Developer, at the sole option of the Developer extending the terms of these Declarations to such other property, and the same shall be effective upon the filing of same for record in the Office of Registrar of Mesne Conveyance, County of Aiken, State of South Carolina. Such supplementary declarations or agreement may contain such modifications of the terms of these Declarations as may be deemed necessary or appropriate by the Developer to reflect the different character, if any, of said additional real estate. In no event, however, shall said supplementary declarations be construed so as to revoke or modify the terms hereof with respect to the property described on the aforementioned plat of Three Runs.

2. Right to Extent Street, etc.

The Developer reserves for himself, his successor, assigns and heirs as the case may be, the right to extend the street, utilities, storm drainage systems, and water and sanitary sewer systems to such additional real estate as may be added to the scheme of the development as herein set forth, and further reserves the right to cause water, whether surface or otherwise, and whether concentrated and collected or not to flow into the easements as shown on the aforementioned plat from said additional real estate.

3. Extension of Equestrian Easement

Upon the addition of contiguous real estate to the development as herein provided, the twenty (20) foot equestrian easement shall be extended along the perimeter of each such additional lot so added.

ARTICLE X  
SEVERABILITY CLAUSE

The invalidation of any one or more paragraphs or portions of these Declarations and agreement by judgment or decree of court of competent jurisdiction shall in no way affect any of the other provision, which shall remain in force and effect.

ARTICLE XI  
EFFECTIVE PERIOD

These Declarations and agreements shall be effective immediately upon the filing of the same for record in the Office of the Registrar of Mesne Conveyance, Aiken County, South Carolina; shall thereupon run with the land and be binding upon all persons or parties and their successors or assigns claiming title under or through the Developer, until January 1, 2016, and shall be continued automatically and without further notice from that time for a period of ten (10) years thereafter for successive periods of ten (10) years each without limitation, unless within six (6) months prior to the expiration of any such successive period of ten (10) years thereafter, a written agreement executed by the then record owners of not less than 50% of the lots then subject to these Declaration shall be placed on record in the Office of the Registrar of Mesne Conveyance, Aiken County, South Carolina, in which agreement any of the aforementioned covenants, restrictions, reservations, servitudes and easement may be changed, modified, waived or extinguished in whole or in part, as to all or any part of the property then subject thereto in the manner and to the extent therein provided.

In the event any such written agreement of change or modification be fully executed and recorded, the original covenants, restrictions, reservations, servitudes and easements as therein modified shall continue in force for successive periods of ten (10) years each, unless and until further changed, modified or extinguished, in the manner herein provided.

So long as the Developer shall hold title to any portion of the hereinabove described property, or to any additional real estate added to the scheme of the development herein set forth in accordance with Article IX of these declarations, the Developer as well as his successors, assigns, or heirs, as the case may be, shall have, and are hereby granted, the exclusive right, exercisable at any time and from time to time, to amend or to grant exception to these Declarations and to waive, repeal or vary these Declarations in anyone or more respect whenever in the sole and controlled opinion of the Developer, such waiver, repeal or variance shall not be materially detrimental to the general nature in development of Three Runs as a residential area and would not result in any restrictions

or setbacks being more restrictive or any easements being increased on a particular lot without the prior consent of either (i) the affected lot owner or (ii) fifty percent (50%) of the lot owners within the subdivision.

IN WITNESS WHEREOF, the Developer and the Association have respectively caused these presents to be executed by their fully authorized officers or hereunder set their hands and seals as the case may be, the day and year first above written as the date of these presents

Signed, Sealed and Delivered  
in the Presence of:

Capital Adams  
Myon

Capital Adams  
Myon

J. Wayne Raiford  
J. Wayne Raiford

Three Runs Plantation Homeowners  
Association, Inc.

By:

J. Wayne Raiford  
J. Wayne Raiford, President

STATE OF SOUTH CAROLINA  
COUNTY OF AIKEN

Personally appeared before me, the undersigned witness and made oath that (s)he say the within-named J. Wayne Raiford, sign, seal and as his Act and Deed, deliver the within-written instrument; and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 29  
day of Nov, 2005.

Crystal Adams

[Signature]  
Notary Public for South Carolina  
My Commission Expires:



OFFICIAL SEAL  
MARY O. GUYNN  
NOTARY PUBLIC-STATE OF SOUTH CAROLINA  
MY COMMISSION EXPIRES NOV. 21, 2011

STATE OF SOUTH CAROLINA  
COUNTY OF AIKEN

Personally appeared before me, the undersigned witness and made oath that (s)he say the within-named Three Runs Plantation Homeowners Association, Inc., by J. Wayne Raiford, its President, sign, seal and as its Act and Deed, deliver the within-written instrument; and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 29  
day of Nov, 2005.

Crystal Adams

[Signature]  
Notary Public for South Carolina  
My Commission Expires:



OFFICIAL SEAL  
MARY O. GUYNN  
NOTARY PUBLIC-STATE OF SOUTH CAROLINA  
MY COMMISSION EXPIRES NOV. 21, 2011

2005619246



RESTRICTIVE COVENANTS  
RECORDING FEES

\$24.00

PRESENTED & RECORDED:

11-30-2005 03:20 PM

JUDITH WARNER

REGISTER OF DEEDS CONVEYANCE  
AIKEN COUNTY, SC

By: JOYCE H EGGLE DEPUTY RMC

BK:RB 4032

PG:2163-2180

BYLAWS OF THREE RUNS PLANTATION HOMEOWNERS ASSOCIATION, INC.

BYLAW ONE  
OFFICES

The principal office of the Association shall be located at 528 Edgefield Road, North Augusta, County of Aiken, State of South Carolina.

BYLAW TWO  
PURPOSES AND OBJECTS

In amplification of the purposes for which the Association has been formed, the purposes and objectives are as follows:

- (a) To develop a community designed for safe, healthful, harmonious living.
- (b) To promote the collective and individual property and civic interests and rights of all persons, firms and corporations owning property in Three Runs Plantation.
- (c) To care for the improvements and maintenance of the common areas, greenways, gateways, public easements, parkways, grass plots, parking areas and any facilities of any kind dedicated to community use and other open spaces and ornamental features of the above-described subdivision known as Three Runs Plantation, which now exist or which may hereafter be installed or constructed in such subdivision.
- (d) To assist the owners in maintaining in good condition and order all vacant and unimproved lots or tracts of land, now existing or that hereafter shall exist in the subdivision, and further assisting the owners of such lots or tracts of land in preventing them from becoming a nuisance and detriment to the beauty of the subdivision and to the value of the improved property therein, and to take any action with reference to such vacant and unimproved lots or tracts of land as may be necessary or desirable to keep them from becoming such nuisance and detriment.
- (e) To aid and cooperate with the members of the Association and all property owners in the subdivision in the enforcement of such conditions, covenants and restrictions on and appurtenant to their property as are now in existence, as well as any other conditions, covenants and restrictions as shall hereafter be approved by a majority vote of the members of the Association.
- (f) In general, but in connection with the foregoing, to do any and all things necessary to promote the general welfare of the residents and owners of any portions of Three Runs Plantation and their property interest in Three Runs Plantation.
- (g) To acquire, own, or lease such real and personal property as may be necessary or convenient for the transaction of its business and the fulfillment of its purposes, and to

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exercise all rights, powers and privileges of ownership to the same extent as natural persons might or could do.

(h) To arrange social and recreational functions for its members.

(i) To establish, promulgate and enforce rules and regulations governing the use of the amenities within Three Runs Plantation.

(j) To exercise any and all powers that may be delegated to it from time to time by the owners of real property in the subdivision.

(k) This Association shall not engage in political activity or pursue political purposes of any kind or character.

#### BYLAW THREE MEMBERS

(a) Members of the Association shall consist of two classes: Class A members and Class B members, who respectively shall have the rights, voting privileges and duties as set forth as hereinafter set forth, to-wit:

(1) Class A members shall initially consist of the Developer, who shall be entitled to voting privileges, in the amount of one (1) vote for each residential lot owned by him in Three Runs.

(2) Class B members shall consist of all other owners of residential lots in Three Runs other than the Developer. Class B members shall not have voting privileges until the Developer shall have conveyed ninety-five (95%) percent of the residential lots (or such earlier time as may be determined by the Developer), at which time Class B members shall automatically become Class A members. In the event that a Class B member shall own more than one contiguous lot upon which only one primary residence is constructed, such member, upon becoming a Class A member, shall be entitled to only one (1) vote; provided that in the event that such member shall ever separate ownership of said contiguous lots or construct more than one primary residence on a lot, each such lot shall thereafter be subject to separate voting rights. A corporation owning one or more lots in Three Runs shall have one (1) vote for each such lot owned, but no member, stockholder, director, employee or officer of such corporation shall acquire thereby any rights individually to become a member of the Association. In addition, if a lot is owned by more than one (1) individual, said lot shall only be entitled to one (1) vote on Association matters.

(b) Every beneficial owner, as distinguished from an owner of a security interest, of a residential lot within Three Runs Plantation, shall be a member.

(c) Membership shall include an undertaking by the applicant to comply with and be bound by these Bylaws and the policies, rules and regulations at any time adopted by the Association in accordance with these Bylaws.

(d) Membership in the Association shall terminate on such member's ceasing to be a beneficial owner of a lot within Three Runs Plantation.

(e) At membership meetings, all votes shall be cast in person or by proxy registered with the Secretary.

#### BYLAW FOUR MEETINGS OF MEMBERS

(a) Annual Meeting: An annual meeting of the members for the purposes of hearing reports from all officers and standing committees and for electing directors shall be held in the County of Aiken, State of South Carolina in January of each year, beginning with the year 2006. The time and place shall be fixed by the directors.

(b) Regular Meetings: In addition to the annual meetings, regular meetings of the members shall be held at such time and place as shall be determined by the Board of Directors.

(c) Special Meetings: A special meeting of the members may be called by the Board of Directors. A special meeting of the members must be called within five (5) days by the President or the Board of Directors, if requested by not less than twenty-five percent (25%) of the members having voting rights.

(d) Notice of Meetings: Written notice stating the place, day, time and hour of any meeting of members shall be delivered either personally or by mail to each member entitled to vote at such meeting, not less than five (5) days before the date of such meeting.

(e) Quorum: The members holding fifty percent (50%) of the votes that may be cast at any meeting shall constitute a quorum at any meeting of the members. In the absence of a quorum, a majority of the members present may adjourn the meeting from time to time without further notice.

(f) Proxies: At any meeting of the members, a member entitled to vote may vote by proxy executed in writing by the member. No proxy shall be valid after twelve (12) months from the date of its execution, unless otherwise provided in the proxy.

(g) Voting by Mail: When officers or directors are to be elected by members, or when there is an act requiring a vote of the members, such election or vote on such proposed action may be conducted by mail in such manner as the board of directors shall determine.

**BYLAW FIVE  
BOARD OF DIRECTORS**

(a) **General Powers:** The affairs of the Association shall be managed by the Board of Directors, subject to instructions of the members of the Association at a regular meeting or subject to the approval of the membership as expressed by a vote of the membership.

(b) **Number, Tenure and Qualification:** The initial Board of Directors shall be comprised of a single director, namely J. Wayne Raiford. Upon Class B members of the Association acquiring voting privileges as more particularly set forth herein, the number of directors shall be no less than three (3). Each director shall be a member of the Association and shall hold office until two (2) annual meetings of the members following his or her original qualification shall have been held and until his or her successor shall have been elected and qualified. Exceptions to the provision for two-year tenure shall be in the case of a director's first taking office following the organizational meeting of the Association. Of the first three (3) directors, two (2) shall hold office until the second subsequent annual meeting and one (1) shall hold office until the third subsequent annual meeting. The determination of the respective terms shall be by lot. Any increase in the number of directors shall be in units of two (2) and their initial terms shall be one for one (1) year and the other for two (2) years, with the determination to be by lot.

(c) **Regular Meetings:** The Board of Directors shall meet regularly at least once every twelve (12) months, at a time and place it shall select.

(d) **Special Meetings:** A special meeting of the Board of Directors may be called by or at the request of the President or a simple majority of the directors.

(e) **Notices:** Notice of any special meeting of the Board of Directors shall be given at least five (5) days prior to such meeting, by written notice delivered personally, sent by telephone facsimile, provided confirmation of receipt is obtained, or sent by mail to each director. Any director may waive notice of any meeting.

(f) **Quorum:** A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the board, but if less than a majority of the directors are present at such meeting, a majority of the directors present may adjourn the meeting from time to time and without further notice.

(g) **Manner of Acting:** The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these Bylaws.

(h) **Vacancies:** Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of the increase in the number of directors shall be filled by election by the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

BYLAW SIX  
OFFICERS

(a) Officers: The officers of the Association shall be a President, Vice-President, a Secretary and a Treasurer.

(b) Qualification and Methods of Election: The officers shall be members of the Board of Directors, shall be elected by the Board of Directors and shall serve for a term of one (1) year.

(c) President: The President shall preside at all meetings of the Association and of the Board of Directors at which he or she is present, shall exercise general supervision of the affairs and activities of the Association and shall serve as a member ex officio of all standing committees.

(d) Vice President: The Vice President shall assume the duties of the President during the President's absence.

(e) Secretary: The Secretary shall keep the minutes of all the meetings of the Association and the Board of Directors, which shall be an accurate and official record of all business transacted. The Secretary shall be the custodian of all Association records.

(f) Treasurer: The Treasurer shall receive all Association funds, keep them in a bank or other savings institution approved by the Board of Directors and pay out funds only on notice signed by the Treasurer and by one other officer. The Treasurer shall be a member ex officio of the finance committee, if one is so created.

(g) Vacancies: A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by any member of the Board of Directors for the unexpired portion of the term.

BYLAW SEVEN  
FEES, DUES AND ASSESSMENTS

(a) Admission Without Fee: Record ownership of a residential building lot, without the necessity for paying a membership fee, shall establish the owner as a member of the Association.

(b) Annual Dues: The annual dues shall be the same for each member and shall be One Thousand and No/100 Dollars (\$1,000.00) per year, subject to such modification as a majority of the members may approve at the annual meeting.

(c) Working Capital: Upon the initial sale of any lot by the developer, said purchaser shall pay to the Association the sum of One Thousand and No/100 Dollars (\$1,000.00) as a working capital contribution to the Association. Said working capital

contribution shall be held in a separate account by the Association and shall be used by the Association to meet unforeseen expenditures or to acquire additional equipment, services or improvements for the benefit of the members.

(d) Payment of Dues: The annual dues shall be payable annually in advance.

(e) Special Assessments: Special assessments may be levied on members of the Association only by a majority vote of the members of the Association. The procedure for voting on proposed special assessments shall be the same as the procedure provided in these Bylaws for voting on amendments to the Bylaws.

(f) Default in Payment of Dues or Assessments:

(1) When any member shall be in default in the payment of dues or assessments for a period of thirty (30) days from the date on which such dues or assessments become payable, he or she shall, for purposes of voting, not be considered as a member in good standing. In addition, such member shall be dropped from active membership and be placed on an inactive list. Such member shall not be reinstated until he or she has paid dues and assessments in full, and until such time as such member is reinstated, he or she shall have not rights of any kind arising out of a membership in the Association.

(2) In addition to the foregoing, if any member fails to pay his or her assessments as they become due, on the failure of payment of the assessments after thirty (30) days written notice of such delinquency given by the Association to such member, the amount of the assessment shall become a lien on such member's lot in the subdivision, in favor of the Association and the Association shall have the right to proceed on such claim in accordance with the provisions of The Code of Laws of South Carolina for the foreclosure and enforcement of liens or to commence an action against such member for the collection of the assessments in any court of competent jurisdiction.

(g) Assignment of Dues: In the event any member whose dues are paid shall, during the year in which such dues are paid, terminate his or her membership by sale of his or her lot in the subdivision, he or she shall be entitled to assign to the buyer of such lot the benefit of the paid dues.

#### BYLAW EIGHT FISCAL YEAR

The fiscal year of the Association shall be the calendar year.

#### BYLAW NINE AMENDMENTS

Any proposed amendment to the Bylaws must be submitted in writing at any meeting of the members of the Association. Such proposed amendment shall be

discussed at the meeting of the members following the meeting at which the proposed amendment was submitted and shall be voted on by the members of the Association at a date that shall not be earlier than the second meeting following the initial submission of the proposed amendment. Such proposed amendment must be signed by three (3) members of the Association, shall be read to the meeting by the Secretary and shall be printed on ballots distributed to all members by mail. A proposed amendment shall become effective when approved by two-thirds (2/3) majority of the members entitled to vote.

BYLAW TEN  
CONFLICT WITH PROTECTIVE COVENANTS

In the event that any provision of the within Bylaws are in conflict with the Protective Covenants of Three Runs Plantation, than and in any event, the Protective Covenants shall take precedence and be determinative of any ambiguity.

IN WITNESS WHEREOF, Three Runs Plantation Homeowners Association, Inc. has caused these presents to be signed, sealed and delivered as of the 29th day of November, 2005.

Signed, sealed and delivered  
In the presence of:

Cristal Adams  
Witness

[Signature]  
Notary Public

THREE RUNS PLANTATION  
HOMEOWNERS ASSOCIATION, INC.

By J. Wayne Raiford  
J. Wayne Raiford, President  
[CORPORATE SEAL]

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )

PERSONALLY appeared before me the undersigned and made oath that she saw Three Runs Plantation Homeowners Association, Inc. by J. Wayne Raiford, President, sign, seal and as its act and deed, deliver the within written bylaws and that (s)he with the other witness subscribing above witnessed the execution thereof.

Sworn to before me this 29  
Day of Nov, 2005.

[Signature]  
Notary Public for South Carolina  
My Commission Expires  
[NOTARY SEAL]

Cristal Adams  
Witness

2005619245

BY LAWS  
RECORDING FEES \$13.00  
PRESENTED & RECORDED:  
11-30-2005 03:20 PM  
JUDITH WARNER  
REGISTER OF DEEDS CONVEYANCE  
AIKEN COUNTY, SC  
By: JOYCE H. EGGLE DEPUTY REC  
BK:RB 4032



OFFICIAL SEAL  
MARY O. GWYNN  
NOTARY PUBLIC-STATE OF SOUTH CAROLINA  
MY COMMISSION EXPIRES NOV. 21, 2011



a few ideas

Wednesday, December 8, 2010 9:14 AM

From: "carl juvrud" &lt;cjuvrud@gmail.com&gt;

To: "Three Runs Plantation HOA" &lt;hoa@threerunsplantation.com&gt;

Hi Wayne,

It was nice chatting with you yesterday afternoon.

Mary &amp; I had some ideas concerning the problem with the Jacobs.

First, we both agree that the HOA has to cut their lot since they are unwilling to do it. We thought the best time to do that would be when they are not there. That would avoid any confrontation. We have heard they are going away during the holidays and that Scott & Christy Douglas's kids will be taking care of their dogs. If you want, we could get some dates for you on when they will be gone. Let us know.

Mary's other thought would be for you to amend the covenants to allow the association to fine them. Perhaps a cumulative fine. It would be structured to allow the association to place a lien on the property. The only downside would be the legal expense and that it may not get the lot cut.

I suspect that the Jacobs really have not thought out their position fully. Perhaps they think they might be suing you personally (?) Although they may find a lawyer that just wants to make money, they will have a problem finding one that will tell them they can win a law suite in this matter. If in fact the HOA incurs legal expenses in this matter, since the Jacobs are members, they would be in essence be **suing themselves. They would also be on the hook for that cost along with their own personal legal fees.** I cannot believe that any of the HOA members would be happy about this added HOA expense or possibly even a special assessment. Therefore I think an email to all pointing out that fact, may cause some "peer pressure" to get them to comply might be in order.

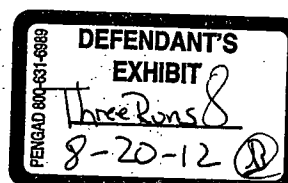
We of course are interested in solving this amicably (as we know you are) , so if there is anything we can do to help you, let us know

Regards,

Carl &amp; Mary

Carl Juvrud  
6680 Hiwassee Run  
Aiken, S.C. 29803-0530  
Home 803.643.9972  
Cell 803.443.8304  
[cjuvrud@gmail.com](mailto:cjuvrud@gmail.com)

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**Property Maintenance**

Tuesday, July 14, 2009 8:56 AM

**From:** "Angela Bari" <afbarliz@gmail.com>**To:** "Wayne Raiford (Tanya)" <raifordoffice@yahoo.com>

Good Morning Tanya,

I just wanted to drop a note to you and Wayne to let you know that the Jacobs property is the only one left on this side of Hiwassee that needs to be groomed. I thought an email coming from your office would be more effective and less antagonizing than one from us. The undergrowth there is waist high and makes their lovely home look like abandoned property. The rest of 3Rs that has been groomed by you looks great, however. Many thanks. --  
Angela

---

*Email from last summer - 2009  
Jacobs neighbor*

**514**

July 15, 2009

From:  
"Judy Chun" jchun7692@gmail.com  
To:  
"Wayne Raiford" <raifordoffice@yahoo.com>

Thank you on both pieces of information Tanya. Judy Jacobs' lots are definitely in need of care and I almost sent her some pics but did not want to offend her. Can you please let her know that her contractor has left a few large piles of construction debris in her yard as well? If that is appropriate?

Three Runs is indeed going to be the most beautiful and impressive equestrian neighborhood in Aiken!

Thanks again Tanya.

JACOBS Neighbor

Email from last summer - 2009

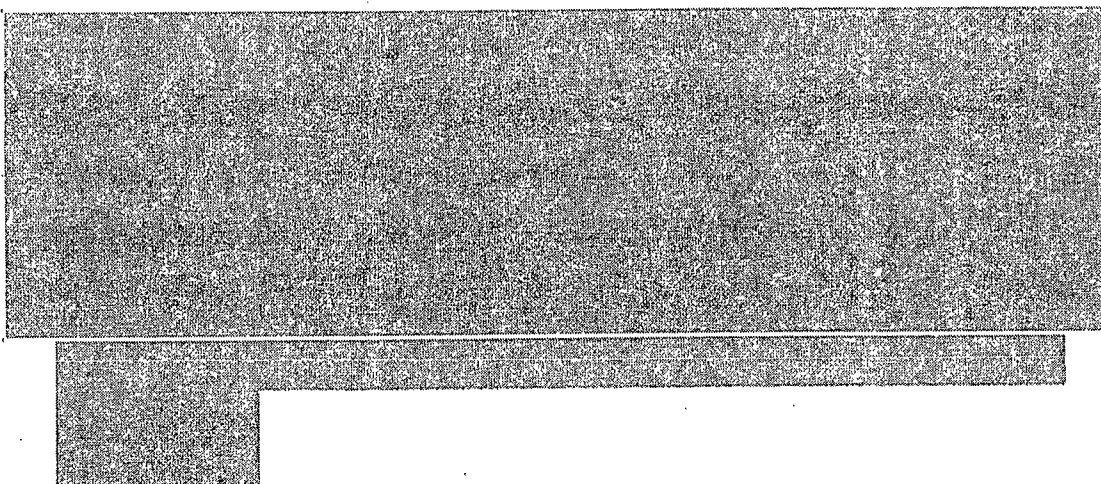
**Re: Lot Maintenance Follow-Up**

Thursday, September 9, 2010 3:18 PM

**From:** "hyline@netwurx.net" <hyline@netwurx.net>**To:** HOA@threerunsplantation.com

On Wed, 8 Sep 2010 18:22:56 -0400, <HOA@threerunsplantation.com> wrote:

It is too bad this needs to be so closely supervised but I appreciate you taking care of it. We maintain our WI pastures as well as our Aiken property, spray and mow to keep the weeds down. If people don't want to take care of these small lots then they shouldn't had bought them. I don't want snakes to move in. Personally I wouldn't mind having organized hog and coyote hunts too..



You should have already received an information package on the new lot maintenance policies and enforcement procedures. The packages were sent via US Postal Service and contain time sensitive materials, so please contact us immediately if you have not received your package.

The new lot maintenance guidelines go into effect on October 1, 2010. You have until September 30, 2010 to prepare a maintenance plan for your lot(s) and to schedule all the work that may be necessary.

Please remember that although the new guidelines allow you to decide when to perform needed lot maintenance on your property the HOA will do ongoing property inspections and your lot(s) must always be in compliance with the guidelines.

Property owners have the option to schedule maintenance work on their property through the HOA. The fee for mowing and/or brush hogging is currently \$35 per acre. Although the primary responsibility of the HOA is the overall maintenance of the community common elements and our amenities, we will make every effort to accommodate the needs of our property owners. If there is ever a time when the community workload prohibits scheduling private property maintenance the HOA will provide alternative sources to owners.

If any non-resident property owner would like HOA assistance in scheduling a regular maintenance program to assure that their property is always in compliance, simply contact the HOA via email to make special arrangements.

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Sept 9, 2010

For those of us that are always in compliance recieving "the packet" was offensive. I feel that those that are not compling should be delt with privately and that the rest of us should not have to be reprimanded for something we're not guilty of. Personally, I'm tired of hearing about lot maintenance and would like to turn some attention to trail maintenance. No work has been done since early spring and their has since been a lot of growth, making it hard to find the trail in some spots as well as erroision from the heavy rains this summer causing many areas to be unsafe at anything but a walk. If not for the homeowners benefit the safety of the hunt should be of concern I would think.

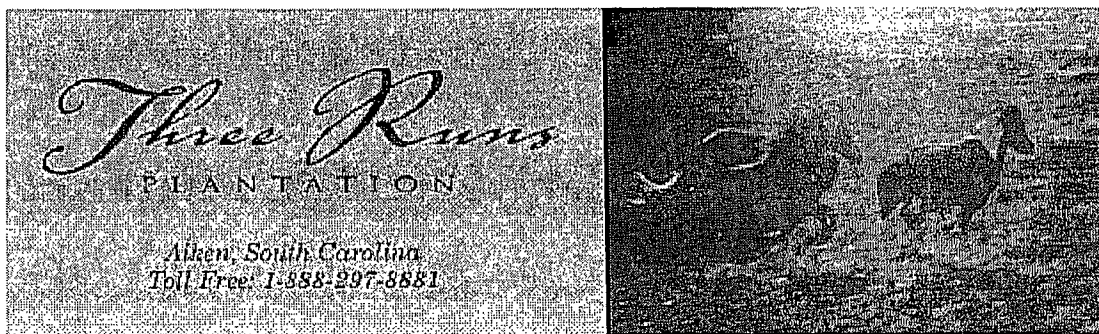
-----Original Message-----

From: HOA@threerunsplantation.com

To: namcota@aol.com

Sent: Wed, Sep 8, 2010 5:23 pm

Subject: Lot Maintenance Follow-Up



## *Around Three Runs Plantation...*

You should have already received an information package on the new lot maintenance policies and enforcement procedures. The packages were sent via US Postal Service and contain time sensitive materials, so please contact us immediately if you have not received your package.

The new lot maintenance guidelines go into effect on October 1, 2010. You have until September 30, 2010 to prepare a maintenance plan for your lot(s) and to schdeule all the work that may be necessary.

Please remember that although the new guidelines allow you to decide when to perform needed lot maintenance on your property the HOA will do ongoing property inspections and your lot(s) must always be in compliance with the guidelines.

Property owners have the option to schedule maintenance work on their property through the HOA. The fee for mowing and/or brush hogging is currently \$35 per acre. Although the primary responsibility of the HOA is the overall maintenance of the community common elements and our amenities, we will make every effort to accomodate the needs of our property owners. If there is ever a time when the community workload prohibits scheduling private property maintenance the HOA will provide alternative sources to owners.

If any non-resident property owner would like HOA assistance in scheduling a regular maintenance program to assure that their property is always in compliance, simply contact the HOA via email to make special arrangements.

Please don't hesitate to contact the HOA if you have questions or need additional information.

**547**

[Show Header](#)[Print](#) [Hide Envelope](#)

From: DwyattB@aol.com [Add to Address Book](#)  
To: hoa@threerunsplantation.com  
Date: Tuesday, October 05, 2010 12:29:49 PM  
Subject: Re: Lot Maintenance Violation Notice

Dear Folks,

I am sorry that I did not respond earlier. It was my intention to ask you good people if you would find someone to mow my property and I will gladly pay for this service. Again, I apologize that I did not get back to you earlier.

Yours truly,  
Dwyatt Bull

In a message dated 10/5/2010 4:13:48 P.M. Eastern Daylight Time, hoa@threerunsplantation.com writes:

## EMAIL NOTIFICATION-----Lot Maintenance Violation

Notice Date: October 5, 2010  
Owner(s): Mr. and Mrs. Bull  
Lot(s): Phase I/ Lot 1

Please be advised that the HOA conducted a property inspection on Monday, October 4, 2010.

On that date, your lot(s) were found to be in violation of the lot maintenance guidelines issued by the HOA on August 30, 2010.

The following maintenance items were noted:

- *Pasture/undeveloped property exceeds the allowable height of 18 inches*

**A deadline of Friday, October 15, 2010 has been recorded as the date by which you must complete all the maintenance work necessary to bring your lot(s) in compliance with the HOA guidelines.**

Be advised that a follow-up inspection will be conducted on Saturday, October 16, 2010. If all work is not completed by this date the HOA will schedule all necessary work to your lot(s) to bring them to an acceptable condition in the Association's sole discretion and the costs incurred by the Association shall be treated as assessments in accordance with Article VI.

If you feel you need an extension on the October 15, 2010 deadline, you must send a request, via email (hoa@threerunsplantation.com), to the HOA by Monday, October 10, 2010. The request must include a statement of special circumstances/need for the extension and the requested extension date. **The request for an extension is not approval of that extension request.** The HOA will respond, via email, to your request within 24 hours. If the HOA does not grant an extension, your 10/15/10 deadline is still in effect.

Thank you,

Three Runs Plantation HOA

=

548

[Show Header](#)[Print](#) [Hide Envelope](#)

From: Randy Foco [Add to Address Book](#)  
To: Three Runs Plantation HOA  
Date: Friday, October 08, 2010 10:11:38 AM  
Subject: Re: Lot Maintenance Violation Notice

Hello,

Thank you for the notification. Please accept this as my authorization to have the lot mowed by whomever it is that is doing this for you. I also called this morning and spoke to Jack. He said he would pass this on to you. If I need to do something further, please let me know via email or calling (989) 257-4001.

Jan Foco

*She also phoned Jack, our sales agent. Was pleased that Wayne was trying to keep 3 Runs looking nice.*

On Tue, Oct 5, 2010 at 4:23 PM, Three Runs Plantation HOA <[hoa@threerunsplantation.com](mailto:hoa@threerunsplantation.com)> wrote:

**EMAIL NOTIFICATION-----Lot Maintenance Violation**

Notice Date: October 5, 2010  
Owner(s): Mr. and Mrs. Foco  
Lot(s): Phase I/ Lot 26

Please be advised that the HOA conducted a property inspection on Monday, October 4, 2010.

On that date, your lot(s) were found to be in violation of the lot maintenance guidelines issued by the HOA on August 30, 2010.

The following maintenance items were noted:

- Pasture/undeveloped property exceeds the allowable height of 18 inches

**A deadline of Friday, October 15, 2010 has been recorded as the date by which you must complete all the maintenance work necessary to bring your lot(s) in compliance with the HOA guidelines.**

Be advised that a follow-up inspection will be conducted on Saturday, October 16, 2010. If all work is not completed by this date the HOA will schedule all necessary work to your lot(s) to bring them to an acceptable condition in the Association's sole discretion and the costs incurred by the Association shall be treated as assessments in accordance with Article VI.

If you feel you need an extension on the October 15, 2010 deadline, you must send a request, via email ([hoa@threerunsplantation.com](mailto:hoa@threerunsplantation.com)), to the HOA by Monday, October 10, 2010. The request must include a statement of special circumstances/need for the extension and the requested extension date. **The request for an extension is not approval of that extension request.** The HOA will respond, via email, to your request within 24 hours. If the HOA does not grant an extension, your 10/15/10 deadline is still in effect.

Thank you,

Three Runs Plantation HOA

549



Fw: Raiford letter

Monday, July 12, 2010 8:37 PM

From: "Gina Greer" &lt;islandcreations@att.net&gt;

To: "Wayne Raiford" &lt;raifordoffice@yahoo.com&gt;

Tanya/Wayne:

Not sure why I was one of the few to receive this from Brancato (and not Jody!?) but I was. I am passing this onto you so you know what is out there and escalating, but would appreciate my passing this onto you being kept between us.

As for Judy and Jay's, I hope there can be a happy medium. They had Judy Chun, Julie and I over for dinner last week. I have to admit, sitting out on their back porch as the sun was going down was LOVELY. The only reason it WAS so nice was because of the trees not being too far "limbed up" and the sun was filtered in quite a beautiful and peaceful way, enabling you to actually sit out there (it would be impossible for me to do that on my W deck at sunset). They did ask our opinion of leaving it natural, and my comment was that if they planted specimen plants and trees and kept it all tidy, then I didn't see a problem with it. I will say, I was only looking at it from the porch, relaxing with a glass of wine....so I would have said ANYTHING...ha, ha....not really. My point is, I did not see it from the back of the property, so no idea how untidy it looks from back there. Right off the deck, they had managed to do some planters, etc. and had expressed they had a lot more they wanted to do "in the back". I know how hard it is to make everyone happy and frankly, the people here are very diverse and it's impossible to please all. I know if you make this exception for the Jacobs, it could cause problems later with others wanting to do the same (one person's mess is another's beauty) but I do hope some kind of compromise can be met. If you sat on their deck at sunset, with just the right wine :), you'd see my point. Of course, if I sat on horseback looking at it from the trail, I'd see yours...ha. But, my horse is too lame to ever make it that far.

O.K., enough said. Not sure if it helps. Really sorry about the disgusting email below. This is the first I've heard of all this.

Take care,  
Gina

----- Original Message -----

From: Richard M. BrancatoTo: Jay JacobsCc: Gina Greer ; Johan & Katie Loman ; Christy Douglas ; Mary Weber ; scott douglas ; Christy Douglas Douglas ; Judy Chun ; Gina Greer & Lars Ruud ; cynthia steinmetz ; Jay Carroll ; Randy Shandle

Sent: Monday, July 12, 2010 7:16 PM

Subject: Raiford letter

Judy and Jay,

As usual, the first thing out of Mr. Raiford's mouth is a threat. He tried that with us, using his attorney, when we were fighting to get out of our illegal annexation into New Ellenton and you see how that worked. I have spoken to the county to see about our concerns about the roads and who is going to maintain them and was told that since Raiford tried to do an illegal annexation that the roads will go back

550

to where they should have been, under the county rules. That is to say Raiford will have to put money into escrow so that when the roads require repair it will not be a burden on the development but a cost to the developer. If he tries to make lots smaller than 5 acres there are other issues that the county has. The only way to get things done here is to confront him and use the county as a partner. I believe there are also problems with the accounting we received and it did not show where the funds came from on a line by line sheet. Where did the funds come from? ie: each lot, outside money, funds received from mowing the homeowners lots, etc. How much did Raiford pay to have his lots mowed? I am also talking to the county about this and they are taking to their attorney to see what rights we have.

We fully agree that you can make your lot closer to the natural look and feel that so many like. He changes the rules on a continuous basis such as setback, type of homes, fences and what they look like, if it fits his needs at the time that is what he does. The way these lots were cleared was poorly conceived and a hedgerow should have been kept between lots so I believe your naturalizing program is a step in the right direction and look forward to see it develop. I hope and believe the community is behind you on this issue and if there is something I can do to assist you please let me know.

**Dick & Lanni Brancato**

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**551**

Mr. Raiford - your philosophy for the 3 Runs still meets with why we purchased a lot there - keep it going

Despite being an absent owner I am aware of the the basic details of the dispute and would like to put forward my thoughts on a resolution - diversity of owners is a necessary requirement to make a community an interesting place to live - I have no problem with a non horsey owner letting their property be "natural" it is the definition of natural that appears to be the problem here.

If the protective covenants were written in such a way to allow planting of native flora, similar to what happens here in the midwest with prairie regeneration then I am sure accommodation of this style of landscaping would not be a problem and would be welcomed by all as it adds variety to what could eventually become a collection of McEquestrian homes

If the situation continues as it has been going everyone is going to suffer tangible and intangible costs - I am not happy my \$\$ are spent on lawyers for this type of thing - how much has been spent to date?

If the property owners do not accept the above solution or something similar and continue to disregard the rules you have my backing to kick their butts and if necessary lien the property to recover HOA costs associated with this dispute.

Regards

Derrick Boddy

Lot 25 Wateree Place

552

**ALBERT CRUMPLER**

I thank you for taking the time in addressing some of the issues that have concerned us as homeowners in Three Runs. Let me preface by stating that both my husband and myself are still as pleased with Three Runs now as when we bought our property. The pool was a wonderful addition this summer and I did enjoy it. There have been several interfaces with other homeowners that have been less than pleasant and that still continue to spout nothing but negative and inflammatory comments, but in life there are always those few. I was pleased to see you address this in your e mail and without naming names I am sure they know who they are. I would like clarification on the following issues coming direct from the source and not via the "grapevine". I appreciate your time and attention to these issues and thank you advance.

1. The corner property owner by Laura Hall and run as a business. Is this property part of Three Runs and if so how and why is she running a business in the development? I have heard

several conflicting scenarios with regard to her being part of the actual development and would like to know the actual facts regarding the business/homeowner in question.

2. Last year during the summer all 8 of her students were utilizing the trails and the pool. Can her business and students use the facilities of the development at the cost of just one HOA fee and

when it is for homeowners only and the benefit is of a business that provided nothing back to the lot owners? If this is the case how are we as homeowner liable/covered for any

accidents such as the one that (via the grapevine) resulted in a rider from Laura Hall's school being hurt and necessitated an ambulance being sent on site? My understanding via Aiken

County guidelines is that Three Runs is a residential community and therefore can not have a business run in the development. Would it be safe to say that even paying the HOA fee this

business can be in violation of county code and could in fact be a serious liability for the entire community. This should be researched and addressed at the next HOA meeting as it has direct

impact and potential negative consequence for all homeowner.

3. I understand there are no square footage requirements for homes in Three Runs, as you need to be flexible in a less than stellar real estate market. The structure going up next to us on

Lot # 9 is a pole barn

553

*ALBERT CRUMPLER*

with living quarters that does not seem to meet or exceed market value for any other home in the development. Can you clarify if this is only a temporary

bsp;

nbsp;

living arrangement and perhaps a real ho

me will be added to this lot at a later time or... is this it? My&nbsp;

p;understanding is that a pole barn is by definition a temporary

structure

ot

nbsp;

permanent living

space. I would appreciate clarification on this issue as it is directly next to me, and Horst and Amanda have expressed dissatisfacti

on with this as a permanent and stand alone home. </DIV>=0A

<DIV style=3D"FONT-FAMILY: times new roman, new york, times, serif; FONT-SI

ZE: 12pt" align=3Dleft> </DIV>=0A<DIV style=3D"FONT-FAMILY: times new

roman, new york, times, serif; FONT-SIZE: 12pt" align=3Dleft>We have had a real estate agent stop by our home with potential lot buyers that were from

England and my husband could not say enough positive comments with regard to the development, the amenities and the developer. We are pleased a

nd happy to be part of Three Runs and look forward to living and growing in this area.

554

ED ACKERMAN

Couldn't agree more, it's ridiculous that a dispute over mowing has gotten to the point of a law suit & that those of us who are in compliance have to foot the bill. I think we could all agree on much better ways for our money to be spent that would benefit us all. Someone has forgotten that this is a community & has put their personal agenda ahead everyone else.

-----Original Message-----

From: Angela Bari <afbariiz@gmail.com>

To: JODY BLINDER <blinderj@bellsouth.net>

Cc: Three Runs <hoa@threerunsplantation.com>; Annie Malarkey <anniemalarkeyhuerta@yahoo.com>; Christina Thompson <christinaht4@aol.com>; christy douglas <christy.douglas@att.net>; Cyndi Steinmetz <emilyrider11@hotmail.com>; Dana Trina LaPierre <tlapier@gazette.net>; Gene & Kerry smith <genekerrysmith@bellsouth.net>; Gina Greer <islandcreations@att.net>; Jay & Nancy Carroll <heartsofgoldmom@bellsouth.net>; John & Marilyn McGuire <dialonj@gmail.com>; Judy Chun <jchun7692@gmail.com>; Judy Jacobs <lateentry@att.net>; Judy Thompson <arabianhorse41@yahoo.com>; Julia Thomspson <thompsonjulia@bellsouth.net>; k650vt <k650vt@yahoo.com>; Kari Schneider <kschneider@wrangle5500.com>; Kathy Viele <badger@lwnworth.com>; Katie & Jan Loman <kloman3443@aol.com>; Lanni Brancato <lanni123@bellsouth.net>; Laura Hall <Laurahall87@yahoo.com>; Lori King <lori.georgeking@yahoo.com>; Lori L Lori Entwistle <loriboddy@comcast.net>; Mary Weber <maryweber56@gmail.com>; Mary Marshall <mem958@hotmail.com>; mdshadolce <mdshadolce@yahoo.com>; Nancy Martin <Namcota@aol.com>; Nancy Jenkins <Nancy.Jenkins@quintiles.com>; Randy Shandle <rshandle@bellsouth.net>; Rhonda <rhondainaiken@gmail.com>; susiemartiniloker <susiemartiniloker@gmail.com>; wendy <wendy@rockyhollowfarm.com>

Sent: Fri, May 13, 2011 1:47 pm

Subject: Re: covenants

BRAVO JODY!

Angela Bari and Art Stremm

On Fri, May 13, 2011 at 10:27 AM, JODY BLINDER <blinderj@bellsouth.net> wrote:

Dear Mr. Raiford,

Just a concern pertaining to the legal issue that was brought up in your email.

It is unfortunate that one of our homeowners does not abide by the covenants that were established by yourself prior to any of the residents moving in. Would it be possible for the homeowners to have some clarification as to why the HOA has to absorb these legal fees and if so, could we be apprised as this suit continues on as to what this homeowner is costing us?

As the developer of this wonderful establishment I do hope that once this is settled everyone understands that we moved here because of all the great amenities etc. and we signed contracts that must be adhered to.

Hopefully this will not cause our homeowners fees to go up again.

Thank you,  
Jody Blinder

555

wilson lot 28A

Hi, I am Jerry Wilson, owner of lot 28A Phase II.. Please change my email address to: [jerrydonna1@gmail.com](mailto:jerrydonna1@gmail.com)  
We have sold our house in Connecticut and if all goes to plan, we will start building in Three Runs this October.

Secondly, in regards to the email sent out by Mr. Raiford; Donna and I love the development and are really looking forward to living there. We don't know what led up to the letter, but Wayne has our support in keeping Three Runs Plantation in the condition we see when we are able to visit.

Looking forward to moving in early 2012!!! Keep up the good work.. Sincerely, Jerry and Donna Wilson

556

<http://mail.threerunsplantation.com/PreviewMsg.aspx?SeqNum=573090788>

6/27/2011

Re: Message From Wayne Raiford

GINA COTTO

dear Wayne,</DIV>  
<DIV>Just wanted to say that I am a non resident owner, so I am not involve  
d in the fray. I am a property manager in Florida, and know well what  
can transpire. I wanted to tell you that I bought in this community  
for myself, and think that you have done a wonderful job and I am VERY happ  
y with what I see. Your letter was excellent, it should shut down the  
nastiness for a little while.</DIV>  
<DIV>Keep up the great work!</DIV>  
<DIV>Gina<BR><BR>--- On <B>Tue, 5/10/11, HOA@threerunsplantation.com <I><

557

Re: Message From Wayne Raiford

Dear Mr. Raiford, Although we have not met I wanted to personally reply to your letter since I am an absentee land owner. My property is Lot #2 on Shell Bluff Drive. I was not aware of any problem with any of the land or home owners within Three Runs and I must say that I count the days until I can retire and build in Three Runs. My home is currently for sale in North Salem New York. I explored many communities and various locations throughout the Aiken area before making my decision. Three Runs has the beauty of large tracts of land that have been thoughtfully divided. to the best advantage of the property itself and the future homeowners. I am quite jealous when I stop in and see people enjoying the trails and taking lessons in the riding ring. Where else has a development promised so many amenities and actually provided them. I am pleased to know that you have addressed this situation ( which I was unaware of ) and hope that you continue to advise all of the owners of developing situations within Three Runs. Thank you. I look forward to meeting you. Renee San Marco<br><br>

558

ood morning Wayne, Thank you for the information and reassurance that all is ok and you are not planning on giving up due to a malcontent who has no brain or sense of being a good person. I taught school for almost forty years and have had many issues with just such personalities. They are only happy when causing trouble for someone who works hard and tries to do the right thing for everyone and everything in his care.

I have only the best feelings for your realtors -- Jack and Frank- and you when I met you at Three Runs. You all left me and my daughters with a sense that my investment in the future of Three Runs was a sound one. I may not be there for a while due to selling my house in Connecticut but I am very happy and proud to be an owner at the Plantation. Please do not get turned off by one person who is most likely a very unhappy and lonely person.

You have been true to your word and I feel confident that your course of action will continue in the long term future.

Thank you

Jacquelyn Smakula, who wishes she was there now.

559

RE: Message From Wayne Raiford

Wayne,

We have never met face to face, although I do look forward to the day. My husband and I purchased Phase I Lot 21b from you last year.

Thank you very much for making the financing option available, this made tying up the package easy.

We will be starting construction within the month with Donnie Shaffer and are ecstatic to become a part of the Three Runs Family. Every one we have met has been just incredible and we've heard nothing but good things.

I'm sorry to hear you are having trouble with some select individuals. Since we live remotely we aren't caught up in the rumors/gossip...and don't really care to be.

The advice I give people who complain about their jobs....if you don't like it, go find another one! To bad you can't use that on a home owner...but maybe they should think about it.

The purpose of my email is simply to lend support and express our excitement.

Our closing should be within the next 2 weeks, at which time you will receive our payout for the short term financing you have provided. Again thank you for making that available.

Mary and John Marshall  
Scooter (the dog) and Bling (the horse)

560

Dear Wayne,

You have been doing a great job. We are coming down memorial day week to finalize some Building plans and to stock the pond. I was told that some kook was complaining about the pond That it would attract coyotes. I never guessed the pond would be such a subject of debate And opinion. But , apparently ,these trouble makers are constantly looking for issues. I wanted you To know we support you. Mark Reader and Jill Nangeroni.

Sent from my iPad

On May 10, 2011, at 5:15 PM, <[HOA@threerunsplantation.com](mailto:HOA@threerunsplantation.com)> wrote:

**561**

Mr. Raiford,

We appreciate your efforts in developing and maintaining Three Runs Plantation. You have kept all your commitments and created a wonderful equestrian community.

On Tue, May 10, 2011 at 5:15 PM, <[HOA@threerunsplantation.com](mailto:HOA@threerunsplantation.com)> wrote:

562

Hi Wayne:

Thanks for keeping us in the loop, Steve and I appreciate it. It's a shame that HOA funds have to cover legal fees to get someone to mow their lawn, I'd much rather see more jumps! But the reality of planned communities is that this sort of thing inevitably crops up and people who have bought into your vision expect to see it maintained.

I'm delighted to hear that you've started work on an additional schooling area. Is this going to be something like a derby field with solid, portable fences as well as some adjustable height ones? As an eventer (among other things), I would LOVE to see Three Runs have something like that, and with a bank complex too.

What is the plan for this area?

We are looking forward to moving to Three Runs and can't wait for our barn to start construction in a few weeks.

Best wishes,  
Kathy

563

Thank you, that was very well said. This has been a difficult economy and Three Runs is thriving. I am happy you are enforcing proper maintenance of property. I also don't like all her little ribbons on every stick on her property, and white flags every where. I appreciate that everyone is required to put up quality buildings and hope the standard doesn't drop as one barn on three runs plantation road is marginal quality.

A couple of thoughts. The trails are great, I vision this place like another Hitchcock woods. I think it is most helpful to keep the trails tree lined so they don't get so hot to be on and it is prettier. I love being in the out doors and when I ride I like to feel like I am out in the woods and not see the other properties. Also when they are groomed it loosens up the soil and makes it really dusty. I wonder if we could try to let the ground stay packed and grass grow that can be mowed to hold the soil and keep the dust down more, what are your thoughts there? Another thought I was wondering if there will be any plans to have trees put up along the community road side even if it is just on the corners to make it look more like an established neighborhood? And finally another thing I was looking at is the entry way, the beginning part is really pretty, then as you travel further in the sides of the road plantings are a bit sparse, the bushes didn't seem to get enough water or maybe weren't meant for such a sunny spot. Just think it needs a bit filing in, in those wood chipped spaces. I am not criticizing and you may have plans for this already just thought it may help with appeal.

Horst and I are headed back to our WI summer home and had hoped you could had stopped in while we were here, we will have to make it next year. If you had wanted to you are welcome to show prospective buyers our place while we are gone. Grant LarLee is watching our home for us and he has the key and code for the alarm system if you wanted to set something up feel free to call him. We both want to thank you for giving us a wonderful place to enjoy our animals!

Amanda L. Dornier <>< ><

HYLINE GOLDEN RETRIEVERS-LLC

<http://www.hyline-llc.com>

114-254-0416 (cell)

564

Show Header

Print Hide Envelope

From: Lori King [Add to Address Book](#)  
To: Three Runs Plantation HOA  
Date: Friday, May 06, 2011 1:00:58 PM  
Subject: Re: Response To Your Email

Hi,

Thank you for the response. Sorry about not having/using the correct email for this correspondence.

Regarding the mowing of the property, we were hoping to provide Jose some extra work pursuant to an email that came out a few months ago. If he is not in a position to negotiate this work, we would have to see what the HOA would charge. We have had it done in the past for \$25 an acre and were hoping to keep it in that price range.

We are excited about some of the work that is pending regarding the development of the arena down at the south end and the additional trails. We can't express how much we appreciate the responsiveness of the HOA and the wonderful facility we have here.

Best wishes,  
Lori

---

**From:** Three Runs Plantation HOA <[hoa@threerunsplantation.com](mailto:hoa@threerunsplantation.com)>  
**To:** [lori.georgeking@yahoo.com](mailto:lori.georgeking@yahoo.com)  
**Sent:** Fri, May 6, 2011 9:55:48 AM  
**Subject:** Response To Your Email

Hello Ms. King,

I has been brought to our attention that you sent an email to Mr. Raiford's office requesting that the HOA mow a 2-acre tract of your property. We will be happy to take care of it for you.

We would appreciate it if you would direct correspondence through the [hoa@threerunsplantation.com](mailto:hoa@threerunsplantation.com) email address. This is the best way to assure that your needs or inquiries can be addressed promptly.  
Thank you..

Also, Mr. Raiford wants you to know that in the next month he will be working on adding some trails at the back of the property...especially to connect with the creek side trail system.

Best regards,

Three Runs Plantation HOA

565

Helio Wayne,

Thank you for the memo and the information provided in it. It is nice to have an update and status of the community plan. We know you probably don't get a lot of positive feedback (people tend to focus on the negative). Well, we've been here since August, and we love it and love the master plan for the community – particularly the trails and the conservation of the land and trails and the amenities. The covenants are very reasonable and people know them when they move in. We don't want bigger fancier roads – cars will just go faster. We like the country feel. We are also excited about getting the training arena down here on our end – thank you! If you ever need a reference for this community, we would be happy to do that.

You can't please all the people all the time, and you are right, there often is a few vocal minorities. Please know that most of the feedback we get from the neighbors is very positive. Most of what we hear are just constructive ideas that are personal preferences. For example, it would be nice to have sand in the arenas on top of the current footing. It would be nice to have a gate that is only closed at night. We've had to chase out a few cars that come down to this end to party at the end of TRP. My only constructive suggestion would be to only allow the Why Worry hounds here once a month, or if they ride here twice a month, it's only one Sunday out of the month and the other day would be a weekday. For those of us that can only ride on the weekends, it would be nice to have more weekends available for riding the trails.

Again, we love it here and thanks for keeping the vision for the community. We would hate to have a few negative people impact the plan.

Kari D. Schneider, CEBS

Principal

**Wrangle, LLC**

**ERISA Reporting & Disclosure**

P.O. Box 549

Junction City, OR 97448

503-642-5020 (Direct)

541-998-3355 (Direct)

541-998-5889 (Fax)

**566**

Great letter, Wayne!

On Tue, May 10, 2011 at 5:15 PM, <[HOA@threerunsplantation.com](mailto:HOA@threerunsplantation.com)> wrote:

567

Wayne: We tell everyone we meet how much we love 3Runs and Aiken. We support you and hope you will continue to keep our neighborhood neat and beautiful. We are on the side of property maintenance and hope the situation will be resolved amicably. The only issue we have is that the Douglasses have a rooster. Is this appropriate in a residential community? Happily, we don't hear it until we walk down the road when we are forced to pass a cacaphonie of barking dogs in the early morning hours. These dogs reside at the same property where property maintenance is not important. We haven't wanted to complain but feel this is an outrage. We understand if there is not much you can do to change this - just wanted to let you know. Thanks.

Angela Bari and Art Stremm

568

Hi Wayne,

We have not met yet but I wanted to drop you a quick note.

Since Kari and I moved to Three Runs last August, I can tell that we have never had one moment of "buyers remorse" or any disappointment with Three Runs. Courtney kept us informed of everything prior to purchase and as we prepared to move. Everything that Courtney said is true. Three Runs is a remarkable place and we agree there is nothing like it that we could find in our search prior to purchase in Three Runs.

A very large majority of the people that we have met from Three Runs are very positive. Like any topic, some people have different preferences but most everyone we know loves it here.

We like your vision and commitment to that vision – thank you.

Mike Schneider

P.S. My bet would be the negative people have never owned or run a business so they have no idea how difficult a task that can be. Especially in today's economy.

569

I think this community is fabulous and that you are doing a superb job. No complaints here.

Cyndi Steinmetz

803-643-3102 home

803-834-1000 cell

570

Very well written and appreciated letter. Best, John McGuire  
On May 10, 2011 4:15 PM, <[HOA@threerunsplantation.com](mailto:HOA@threerunsplantation.com)> wrote:

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Re: Three Runs Plantation Lots 10/11 Phase II

Monday, July 12, 2010 5:58 PM

From: "Jay Jacobs" &lt;jacobs.jay@att.net&gt;

To: "Three Runs Plantation HOA" &lt;hoa@threerunsplantation.com&gt;

Tanya,

Here is our response for you to forward to Wayne:

Wayne,

The tractor has been back and we have mowed several times since you stopped by. We are not looking for an excuse to not mow, since we have been doing so regularly. If you ever had a beard (as does Jay), you will know it is harder to shave around it than to shave clean - the same applies to mowing. When you went by, either you did not notice we mowed or did not bother to stop in to express your displeasure.

We assume it is only your displeasure, despite what you said about receiving complaints, because (1) it is virtually impossible to complain directly to you (can't get through); (2) we received no complaints; (3) this can't rank very high on anyone's list of problems; and (4) we told a number of our neighbors about naturalizing our land and they all thought it was a great idea. Nobody here that we have talked to seems to think that trying to make 7+ acre properties look like giant lawns is really desirable. We are trying to encourage the growth of our many young trees. We mowed back about 50-100 feet from the road. Surely, nobody is concerned about further back than that. But, in the interest of fairness, we are emailing the other property owners to find out if any object.

We also do not know what you mean by all underbrush around the trees. Perhaps, you could inform us. When land naturalizes, there are various different types of growth. We already have cactus, shrubs, wildflowers and trees growing - which of these constitute underbrush? We also landscaped and sodded the front of our property at considerable expense. By the way, we are still waiting for the grass you promised to plant on our property to grow anywhere.

Further, the tenor of your email is at best unpleasant, demeaning, and meretricious. You will recall that we were among the few people to defend you at the homeowners association meeting when people wanted everything you promised immediately and you refused to even give a time line. We later expressed support when you stopped by our house. Since you have now attacked us so quickly and unconditionally, it has become clear why so many other people are angry with you.

Jay and Judy Jacobs

---

**From:** Three Runs Plantation HOA <hoa@threerunsplantation.com>**To:** "jacobs.jay@att.net" <jacobs.jay@att.net>**Sent:** Mon, July 12, 2010 9:04:18 AM**Subject:** Re: Three Runs Plantation Lots 10/11 Phase II

Mr. and Mrs. Jacobs,

Wayne's message is below....

Tanya

572

This is nothing but an excuse not to mow their lot and will not be allowed; all lot owners that are not living at Three Runs would like to do the same. Send them an e-mail and tell them that the only way that would be allowed is that all under brush around those trees will have to be maintained and cut and have a neat appearance. Tell them I looked at their property this week and their property looks bad and other property owners are not happy with its appearance, as I have been receiving complaints. The Jacobs were to cut it when their tractor was repaired and they were to get it back two weeks ago.

Wayne

-----Original Message-----

From: "jacobs.jay@att.net" <jacobs.jay@att.net>

Sent 7/9/2010 11:02:44 AM

To: "Three Runs Plantation HOA" <hoa@threerunsplantation.com>

Subject: Re: Three Runs Plantation Lots 10/11 Phase II

Tanya,

We plan to naturalize the interior more wooded parts of our lots. Since we are not currently planning to have horses on our property, we would prefer to have more wooded lots, rather than pasture or more lawn. We are allowing all the young trees to grow up and plan to allow more natural underbrush to fill the empty places. We will continue to mow the front, all rights of way and all the more open areas, as well as around the house, but want to recreate the more natural woods that used to exist here, and can still be seen along the trails. We feel that natural woods are more beautiful than acres of unused grass, and also attract more wildlife, especially birds.

Judy and Jay Jacobs

On Jul 6, 2010, at 10:27 AM, Three Runs Plantation HOA wrote:

> Mr. and Mrs. Jacobs,

>

> Mr. Raiford asked me to remind you guys to mow your lots. He said  
> that he remembered that you guys were having tractor problems about  
> a month or so ago, but noticed that some of your property has been  
> mowed since, but not all of it. If you haven't completed the  
> maintenance please do so (all the other lots at Three Runs have been  
> maintained). If you would like the HOA to mow it for you, please  
> let us know (cost is \$35/ ac).

>

> Mr. Raiford would like for you guys to email us back with your plans.

>

> Thanks,

>

> Tanya

>

**Re: Three Runs Plantation Lots 10/11 Phase II**

Friday, July 9, 2010 11:02 AM

**From:** "jacobs.jay@att.net" <jacobs.jay@att.net>**To:** "Three Runs Plantation HOA" <hoa@threerunsplantation.com>

Tanya,

We plan to naturalize the interior more wooded parts of our lots. Since we are not currently planning to have horses on our property, we would prefer to have more wooded lots, rather than pasture or more lawn. We are allowing all the young trees to grow up and plan to allow more natural underbrush to fill the empty places. We will continue to mow the front, all rights of way and all the more open areas, as well as around the house, but want to recreate the more natural woods that used to exist here, and can still be seen along the trails. We feel that natural woods are more beautiful than acres of unused grass, and also attract more wildlife, especially birds.

Judy and Jay Jacobs

On Jul 6, 2010, at 10:27 AM, Three Runs Plantation HOA wrote:

&gt; Mr. and Mrs. Jacobs,

&gt;

&gt; Mr. Raiford asked me to remind you guys to mow your lots. He said that he remembered that you guys were having tractor problems about a month or so ago, but noticed that some of your property has been mowed since, but not all of it. If you haven't completed the maintenance please do so (all the other lots at Three Runs have been maintained). If you would like the HOA to mow it for you, please let us know (cost is \$35/ ac).

&gt;

&gt; Mr. Raiford would like for you guys to email us back with your plans.

&gt;

&gt; Thanks,

&gt;

&gt; Tanya

&gt;

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**Re: Lot Maintenance**

Thursday, September 30, 2010 11:35 PM

**From:** "Jay Jacobs" <jacobs.jay@att.net>**To:** "Three Runs Plantation HOA" <hoa@threerunsplantation.com>

Dear Mr. Raiford / Three Runs Plantation HOA:

We received your "reminder" that we are in violation of your standards. We previously notified Mr. Raiford/HOA of our issues and concerns, which he dismissed out of hand in a return email. (Since Mr. Raiford is the HOA's sole voting member, we find it impossible to differentiate between the two.) It is unfortunate that we must again contact Mr. Raiford/HOA regarding this, but clearly our previous letter did not successfully communicate our issues and/or fell on deaf ears.

We question which standards are violation. In addition, we do not believe these requirements were in existence when we acquired our land. The change in the bylaws was given to the homeowners as a fait accompli, without notice, opportunity for feedback, or concern for anyone in the community. We informed Mr. Raiford/HOA that we intend to retain the land in its (natural state). We further asked that Mr. Raiford/HOA define what is not in compliance, to which we received no response. We do not know what constitutes weeds, grasses and undergrowth since, in its natural state, land includes a number and variety of forms of flora. If something flowers, is it still a weed? Can something that grows more than 18 inches high be a tree or a bush?

At this point, we mowed all lawn and grassy areas as well as within 20 feet of all easements. We mowed approximately 50 feet back from the road, except where there are trees, bushes, cactus, and other desirable growth. We feel this complies with the original as well as any reasonable guidelines.

We await your feedback on what you feel specifically needs to be done on our property. We will review it and respond appropriately. In the interim, we consider any efforts or attempts to enter our land or cut down or remove any growth on

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our property to be trespassing. We will not pay any bills in conjunction with such trespassing.

Have a nice day.

Jay and Judy Jacobs

---

**From:** Three Runs Plantation HOA <hoa@threerunsplantation.com>  
**To:** "Jacobs, Jay" <jacobs.jay@att.net>; lateentry@att.net  
**Sent:** Mon, September 27, 2010 3:51:03 PM  
**Subject:** Lot Maintenance

Dear Mr. and Mrs. Jacobs,

We are sending this email as a reminder that the deadline for lot maintenance is this Friday, October 1, 2010.

Currently, your property is not in compliance with the lot maintenance guidelines and the overall condition of your property, including landscaped areas and pasture areas, is not up to our community standards.

The lot maintenance guidelines state:

- *regular mowing and weed control of all lawn areas*
- *weed control and overall maintenance of all landscaped areas*
- *regular mowing or brush hogging as necessary to keep grasses and additional undergrowth no more than 18 inches height in all pasture and/or paddock areas*
- *regular mowing and or brush hogging to keep grasses and additional undergrowth no more than 18 inches in height in all natural and/or wooded areas*
- *regular trimming around fence posts, under fence rail and/or along fence line of all fencing on the property*
- *regular trimming of foundations (all sides) of primary residence, any/all out buildings or other structural embellishments on the property*
- *keeping all lots or tracts of land including vacant and unimproved lots free from any trash, debris or accumulation of other unsightly items on said lot.*

If your lot is not in compliance by this Friday, the HOA will take steps to schedule the work necessary to be done the week of October 4, 2010.

You are responsible for the payment of any/all costs incurred by the HOA. These costs will be treated as an assessment in accordance with Article VI of the Protective Covenants.

Let us know if we can be of assistance. If you would like to schedule the maintenance work

**576**

through the HOA please respond to this email.

If you have already scheduled the needed maintenance work on your property to be done this week, thank you.

Respectfully,  
Three Runs Plantation HOA

---

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Jeb

**From:** Freeman Belser [Freeman@BelserPA.com]  
**Sent:** Wednesday, March 23, 2011 11:31 AM  
**To:** ~~Jeb~~  
**Subject:** RE: Jacobs/ Three Runs

Jeb:

I am no longer authorized to accept service. I think that another lawyer is going to be defending the case.

Thanks,

Freeman

H. Freeman Belser, Esquire  
BELSER & BELSER, P.A.  
1901 Main Street, Suite 1550 (29201)  
Post Office Box 96  
Columbia, SC 29202  
phone: (803) 929-0096  
fax: (803) 929-0196

---

**From:** Jeb [mailto:jmurray@wtsmlaw.com]  
**Sent:** Wednesday, March 16, 2011 5:01 PM  
**To:** Freeman@BelserPA.com  
**Subject:** RE: Jacobs/ Three Runs

Freeman: I attach the Summons and Complaint with Acknowledgement of Service for both of your clients. If you will execute and return the originals to me within a week I will not attempt to serve them through the Sheriff. I do not know your bar number, so you can write that in, please. Thanks for your cooperation.

James S. (Jeb) Murray  
Warlick, Tritt, Stebbins & Murray, LLP  
209 7th Street, Suite 300  
P.O. Box 1495  
Augusta, GA 30903-1495  
(p) (706) 722-7543  
(f) (706) 722-1822  
e-mail: jmurray@wtsmlaw.com

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**From:** Freeman Belser [mailto:Freeman@BelserPA.com]  
**Sent:** Monday, March 14, 2011 5:51 PM  
**To:** 'Jeb'  
**Subject:** RE: Jacobs/ Three Runs

Jeb:

I will accept service. With all due respect, I do not see how you can recover fees from October onward. If anything at all, you are enforcing the deal that we had in the first part of this year. We will let Judge Early decide. Your client is being unreasonable.

Freeman

H. Freeman Belser, Esquire  
BELSER & BELSER, P.A.  
1901 Main Street, Suite 1550 (29201)  
Post Office Box 96  
Columbia, SC 29202  
phone: (803) 929-0096  
fax: (803) 929-0196

---

**From:** Jeb [mailto:jmurray@wtsmlaw.com]  
**Sent:** Monday, March 14, 2011 5:31 PM  
**To:** Freeman@BelserPA.com  
**Subject:** RE: Jacobs/ Three Runs

Our client has been dealing with this for over a year, and we have been consulting him since October. The fees are up around \$4,000. Have you discussed acknowledging service with the Jacobs? I will hold off on sending the Summons and Complaint to the Sheriff for service until tomorrow.

James S. (Jeb) Murray  
Warlick, Tritt, Stebbins & Murray, LLP  
209 7th Street, Suite 300  
P.O. Box 1495  
Augusta, GA 30903-1495  
(p) (706) 722-7543  
(f) (706) 722-1822  
e-mail: jmurray@wtsmlaw.com

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**From:** Freeman Belser [mailto:Freeman@BelserPA.com]  
**Sent:** Tuesday, March 08, 2011 5:58 PM  
**To:** 'Jeb'  
**Subject:** RE: Jacobs/ Three Runs

How much money are you talking about?

H. Freeman Belser, Esquire  
BELSER & BELSER, P.A.  
1901 Main Street, Suite 1550 (29201)  
Post Office Box 96  
Columbia, SC 29202  
phone: (803) 929-0096  
fax: (803) 929-0196

---

**From:** Jeb [mailto:jmurray@wtsmlaw.com]  
**Sent:** Tuesday, March 08, 2011 12:38 PM  
**To:** Freeman@belserpa.com  
**Subject:** RE: Jacobs/ Three Runs

Freeman: I would normally be happy to extend such a courtesy to another attorney, but my client was just here and says he has incurred legal expenses that he wants to recover and he wants the suit filed today.

James S. (Jeb) Murray  
Warlick, Tritt, Stebbins & Murray, LLP  
209 7th Street, Suite 300  
P.O. Box 1495  
Augusta, GA 30903-1495  
(p) (706) 722-7543  
(f) (706) 722-1822  
e-mail: jmurray@wtsmlaw.com

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**From:** Freeman Belser [mailto:Freeman@BelserPA.com]  
**Sent:** Monday, March 07, 2011 6:57 PM

**To:** 'Jeb'  
**Subject:** RE: Jacobs/ Three Runs

Jeb:

I would like to ask for a few more days to get in touch with my clients. Are you amenable to that? I have not spoken to them since the last time we spoke.

Thanks,

Freeman

H. Freeman Belser, Esquire  
BELSER & BELSER, P.A.  
1901 Main Street, Suite 1550 (29201)  
Post Office Box 96  
Columbia, SC 29202  
phone: (803) 929-0096  
fax: (803) 929-0196

---

**From:** Jeb [mailto:jmurray@wtsmlaw.com]  
**Sent:** Monday, March 07, 2011 4:33 PM  
**To:** freeman@belserpa.com  
**Subject:** Jacobs/ Three Runs

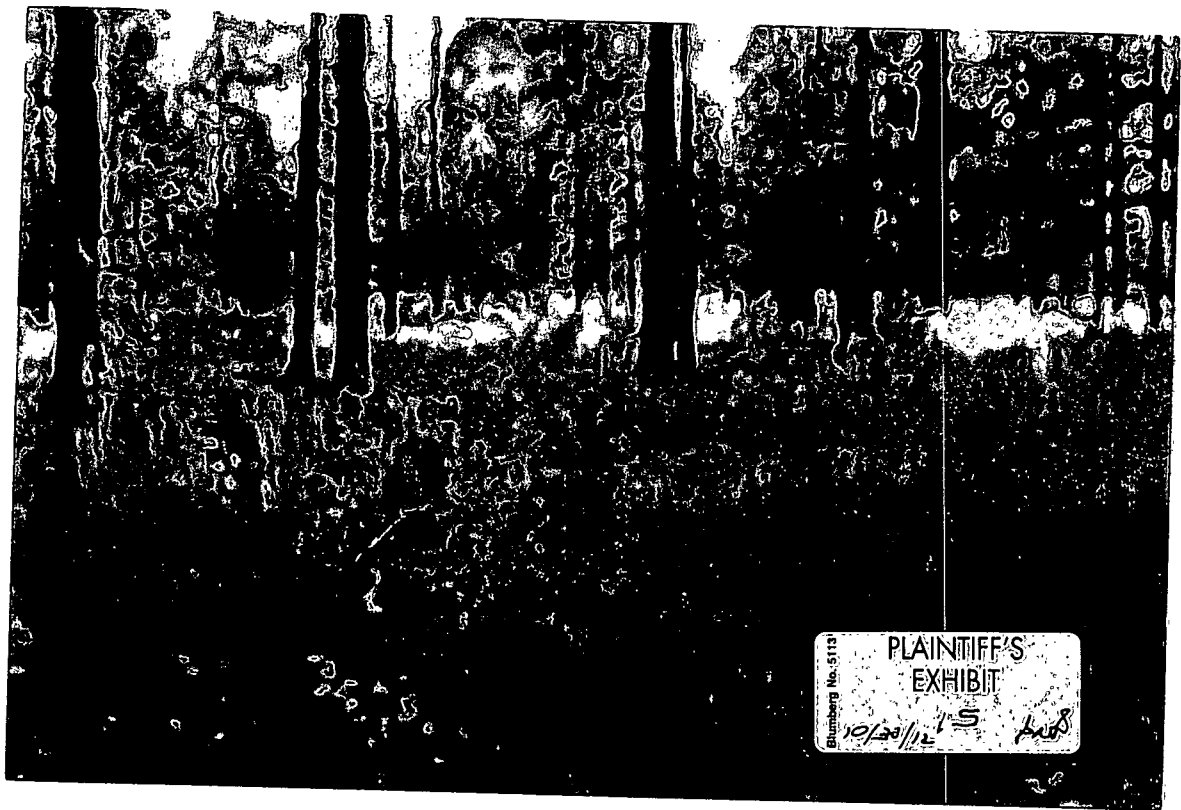
Freeman: I have been instructed to file suit to enforce the Protective Covenants and should be able to get you a verified complaint tomorrow if you will be representing the Jacobs. If you will acknowledge service, please let me know. Thanks for your efforts to resolve this matter.

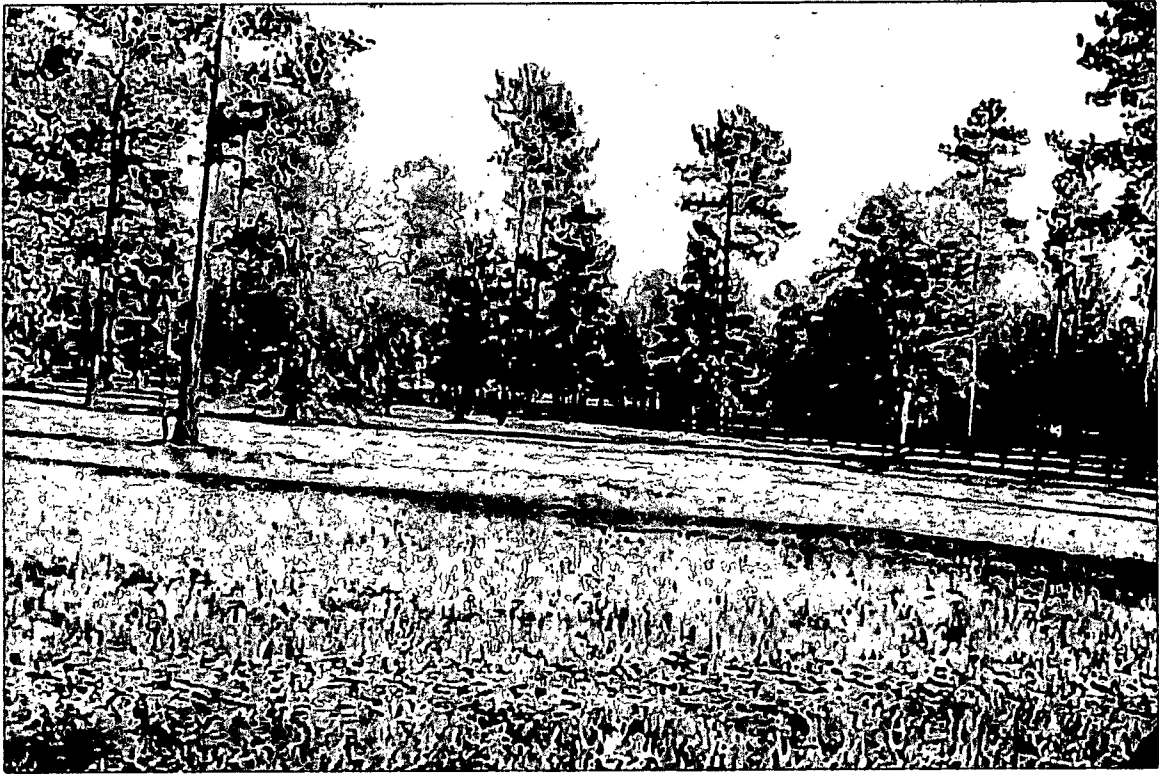
James S. (Jeb) Murray  
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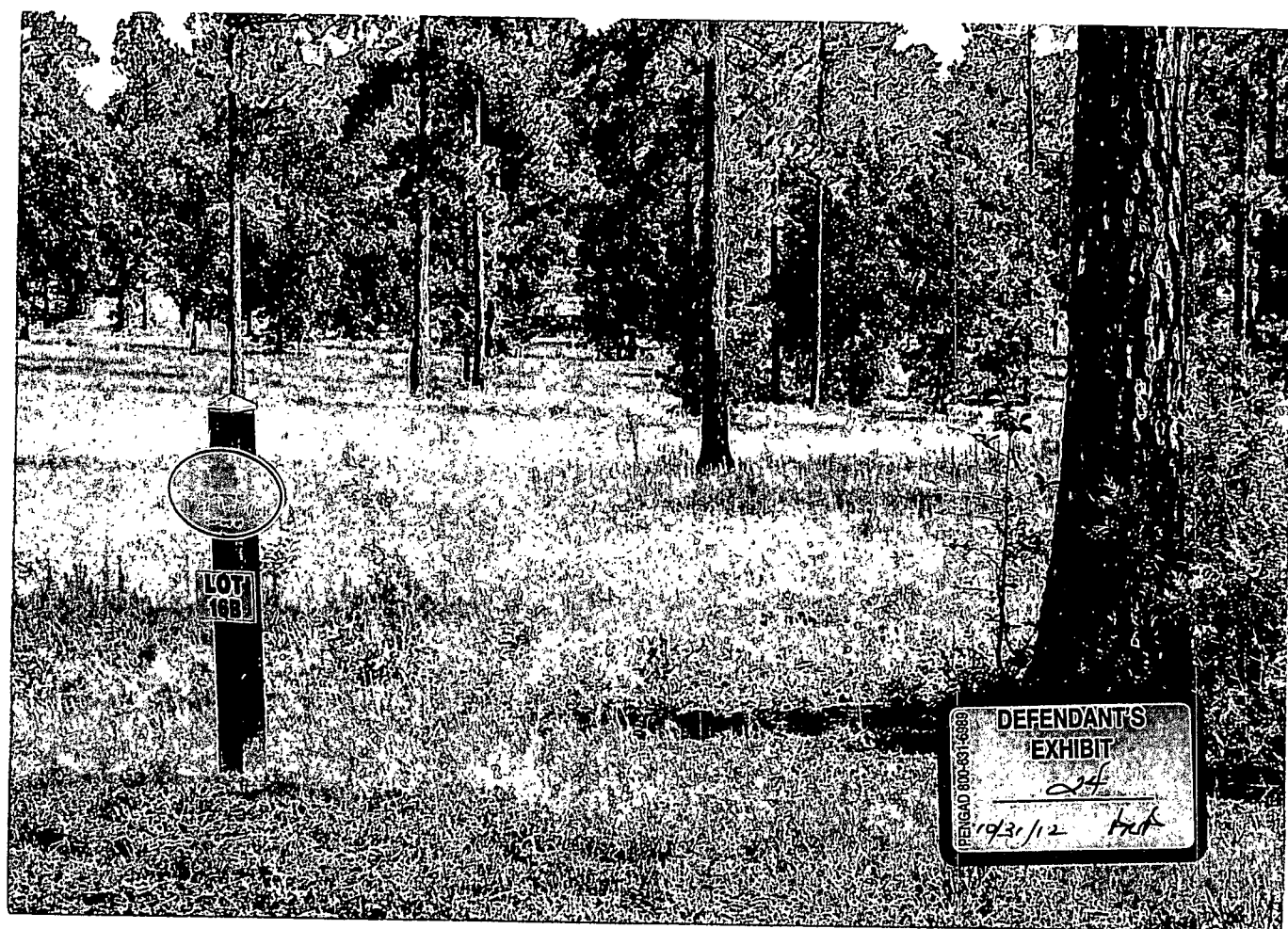


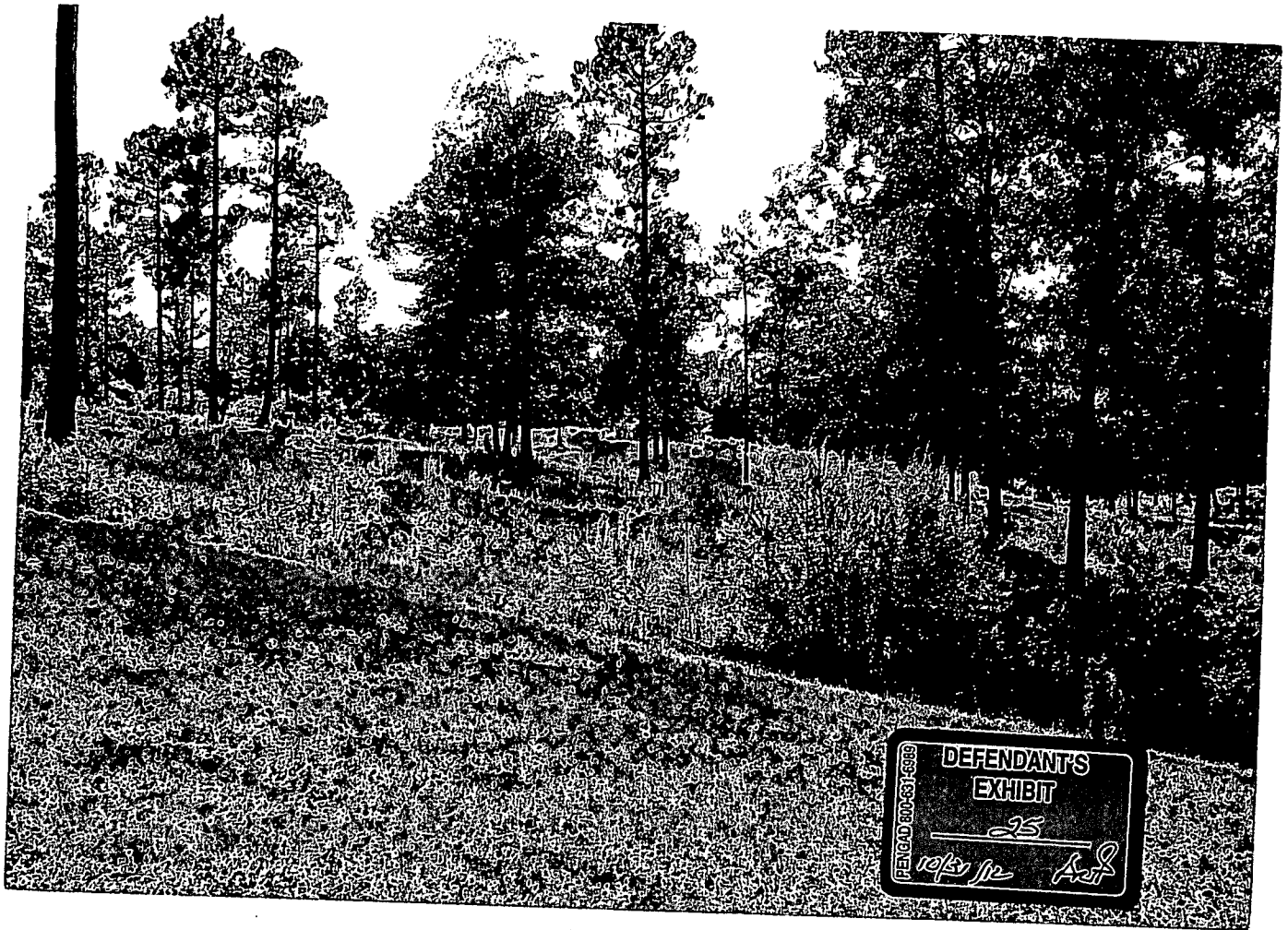
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EXHIBIT 17  
*Three Runs*  
8-20-12

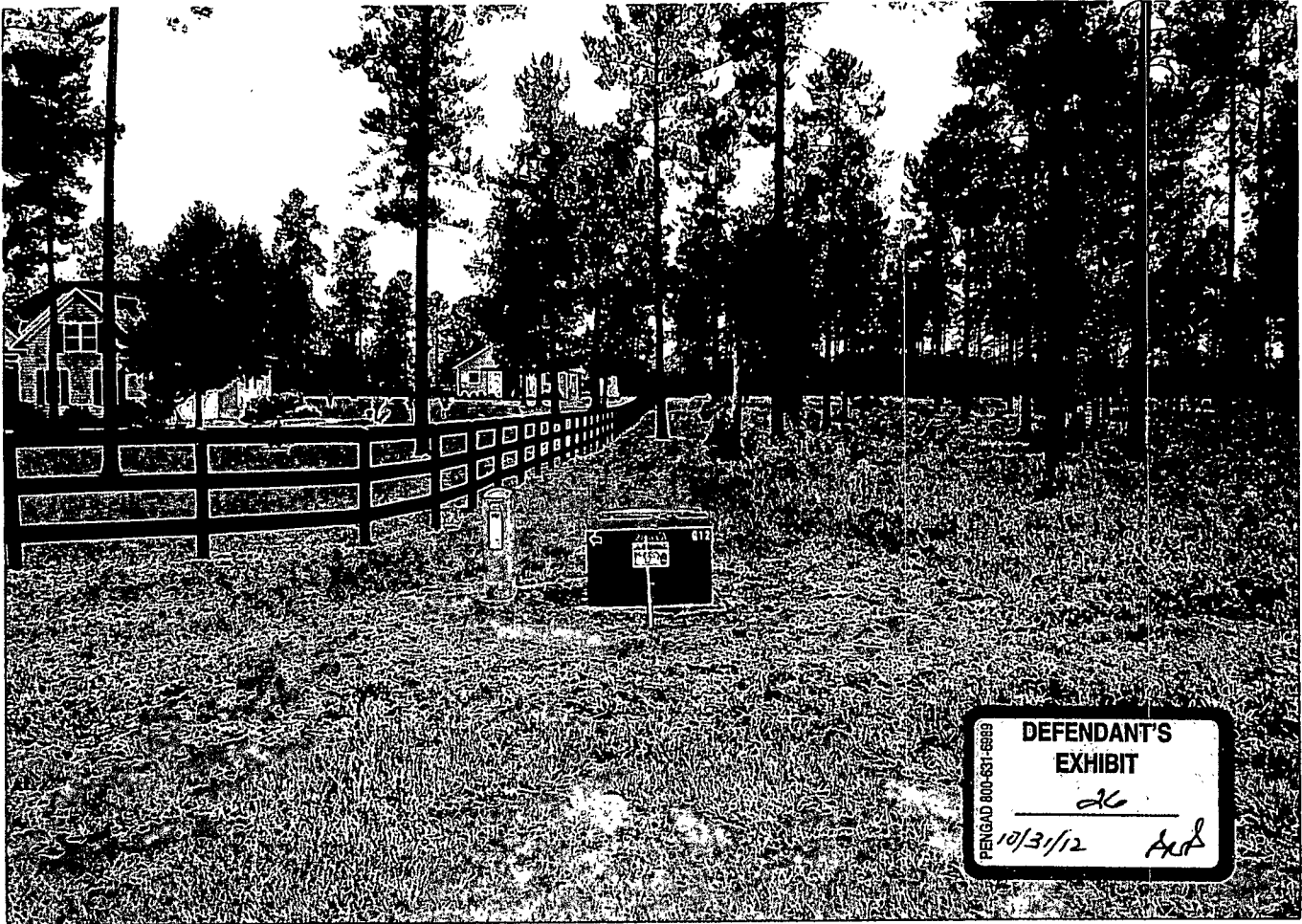


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10/31/12 *Art*

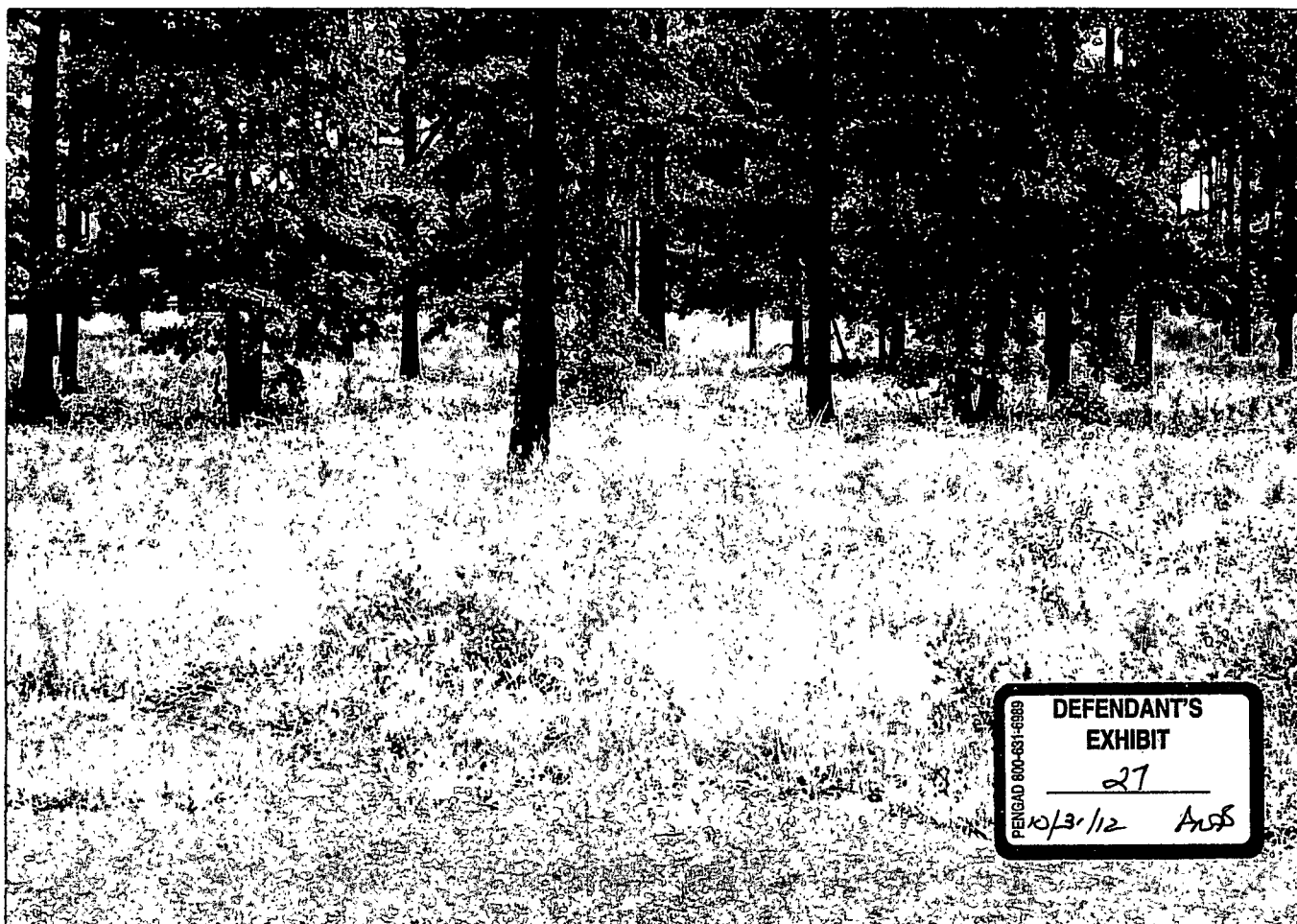




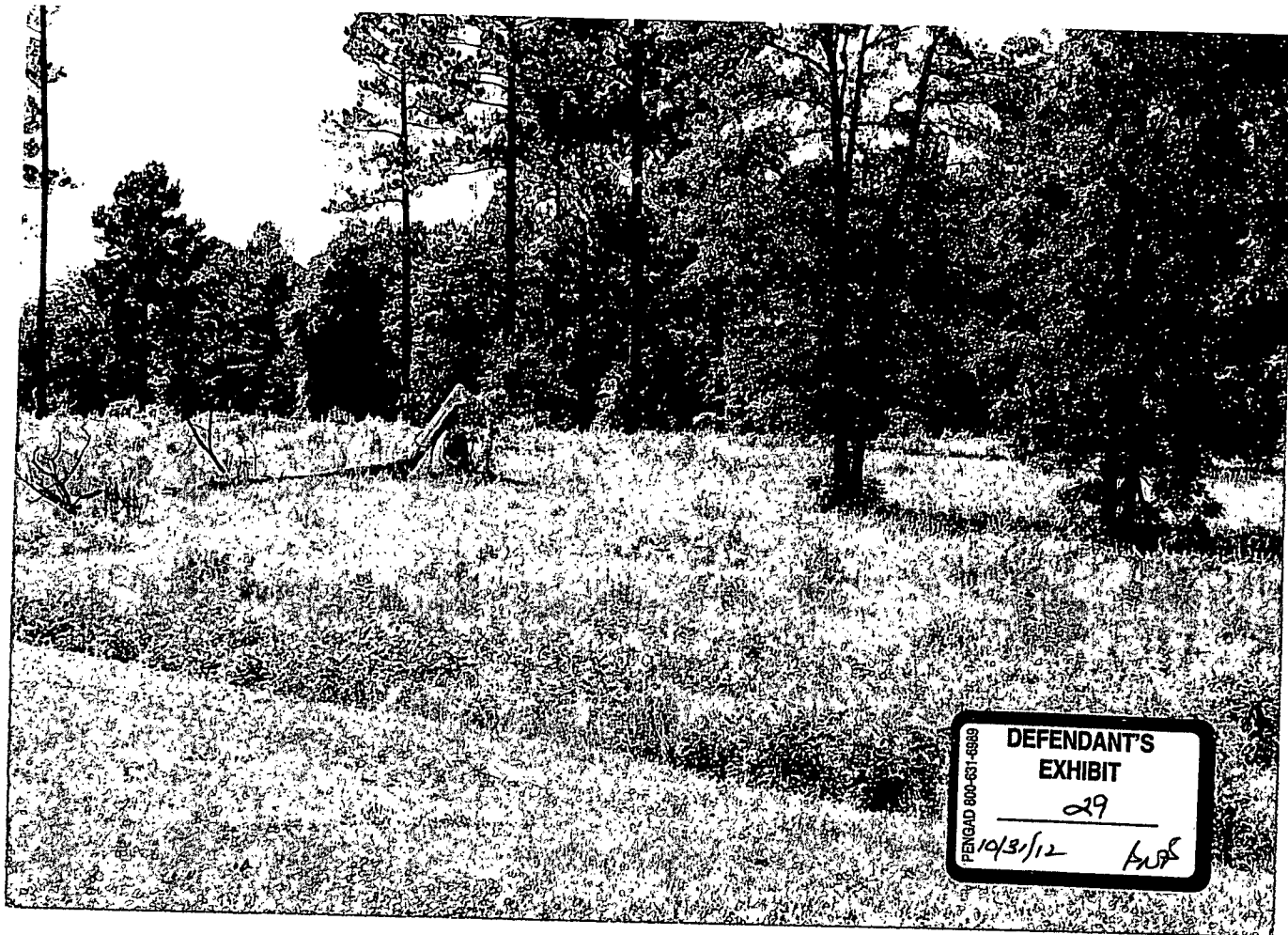




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AJP

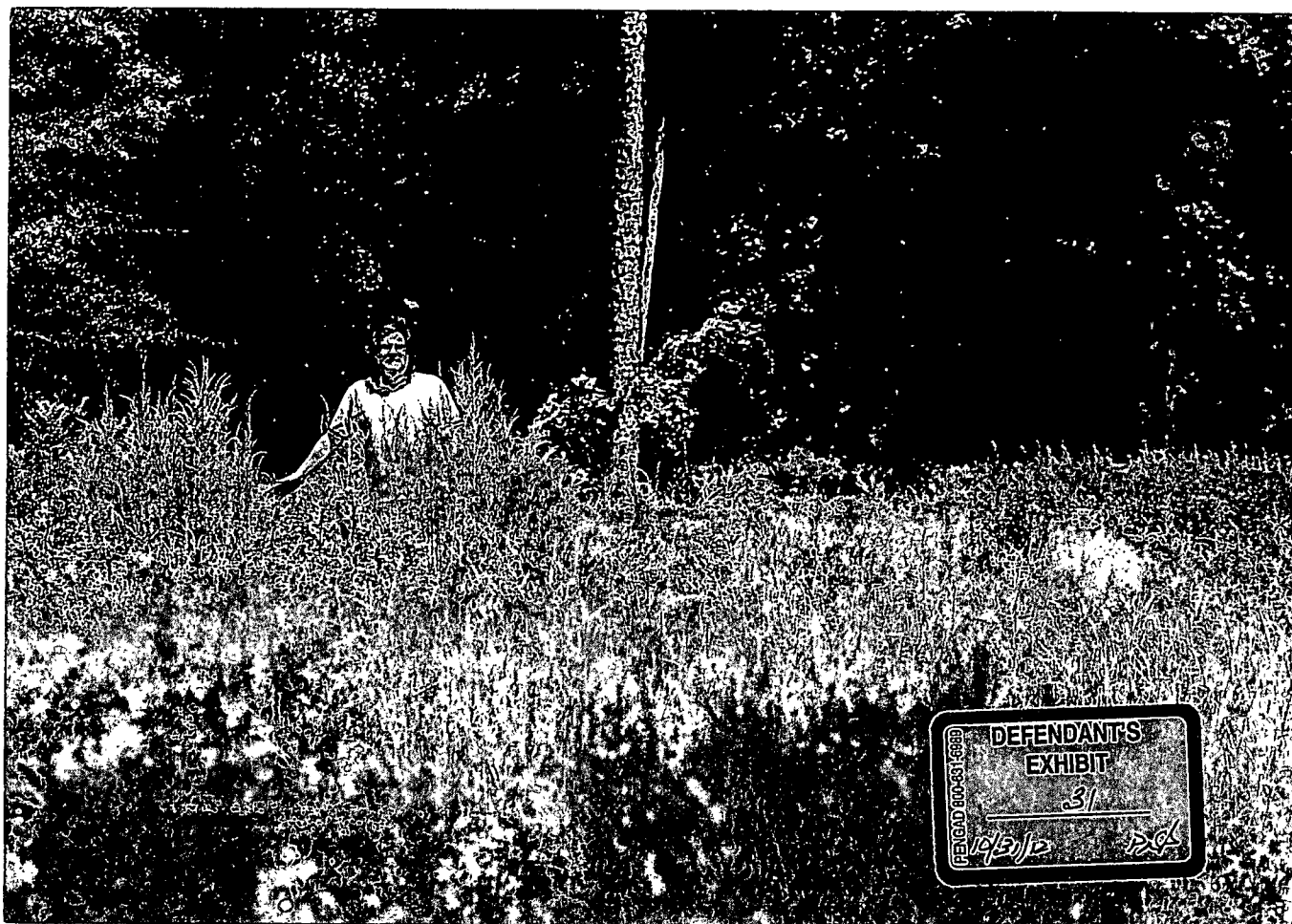




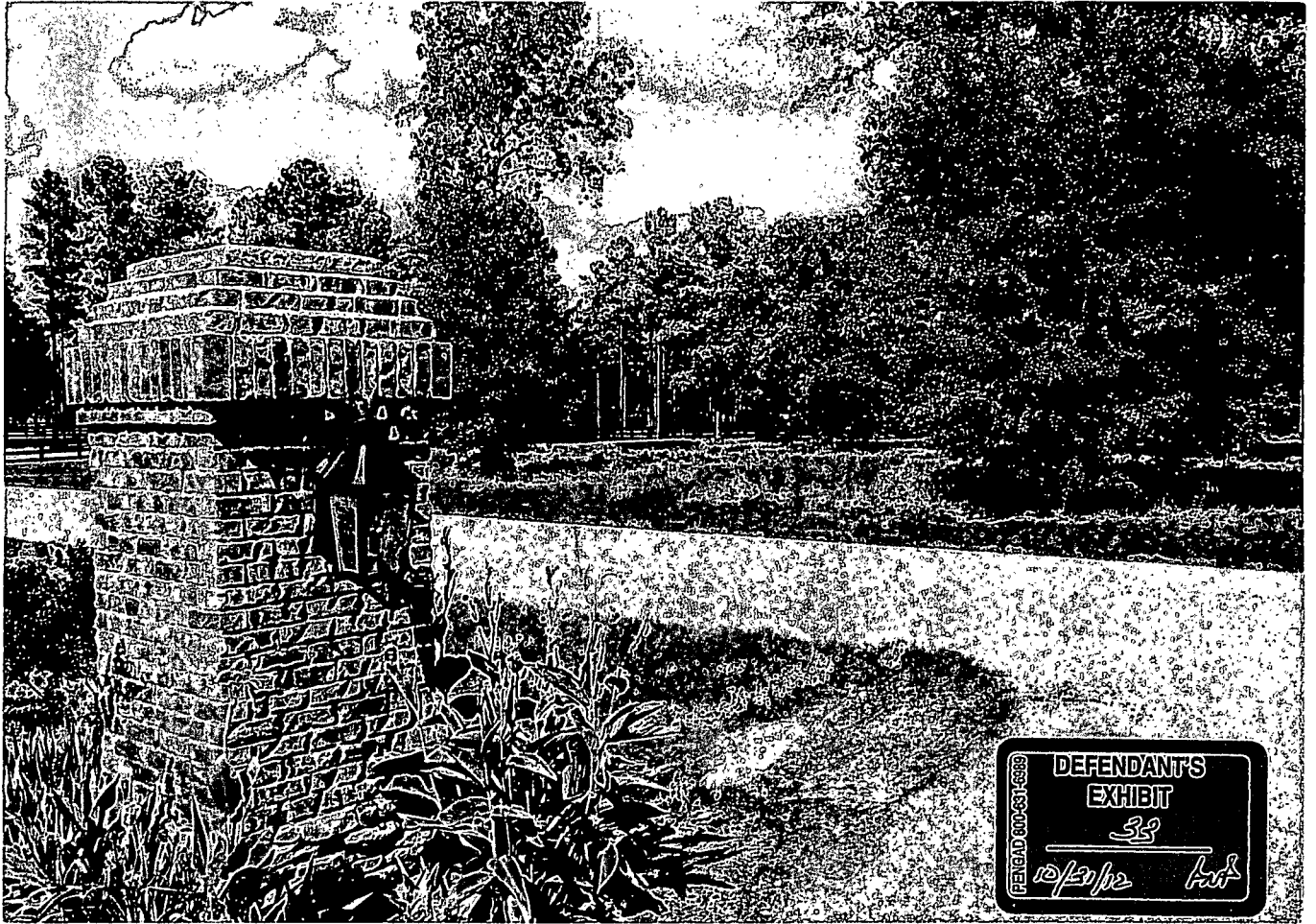


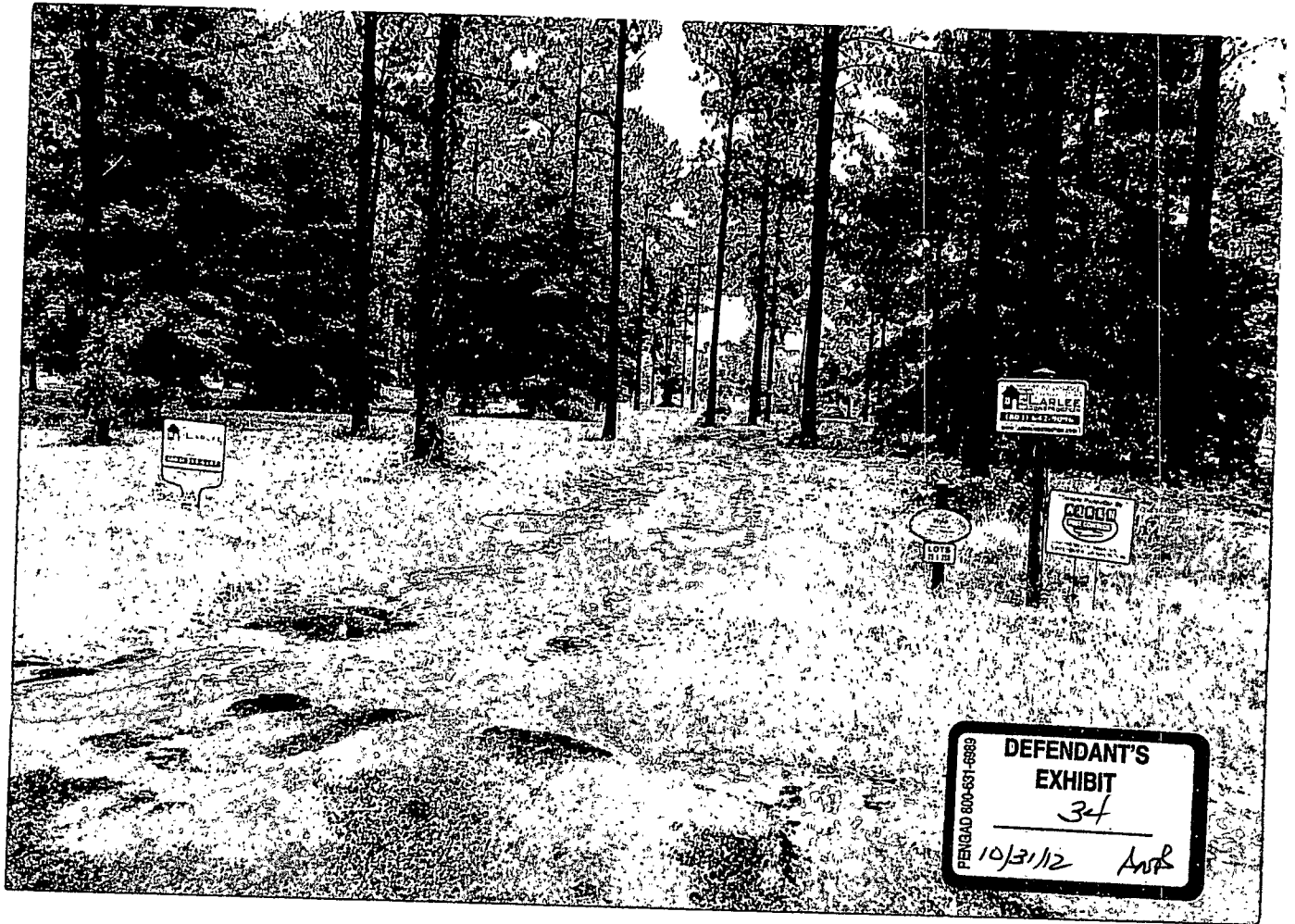
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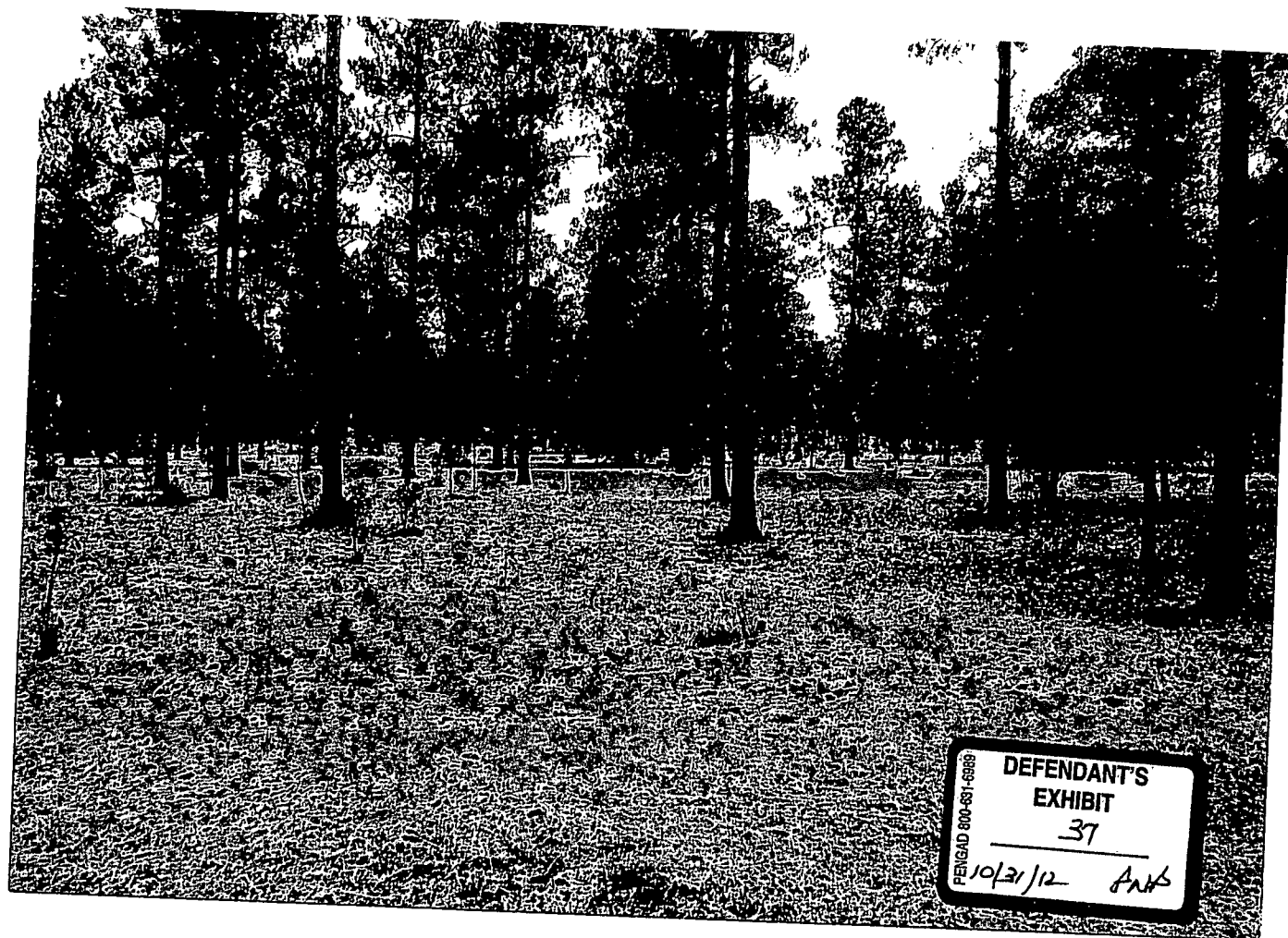


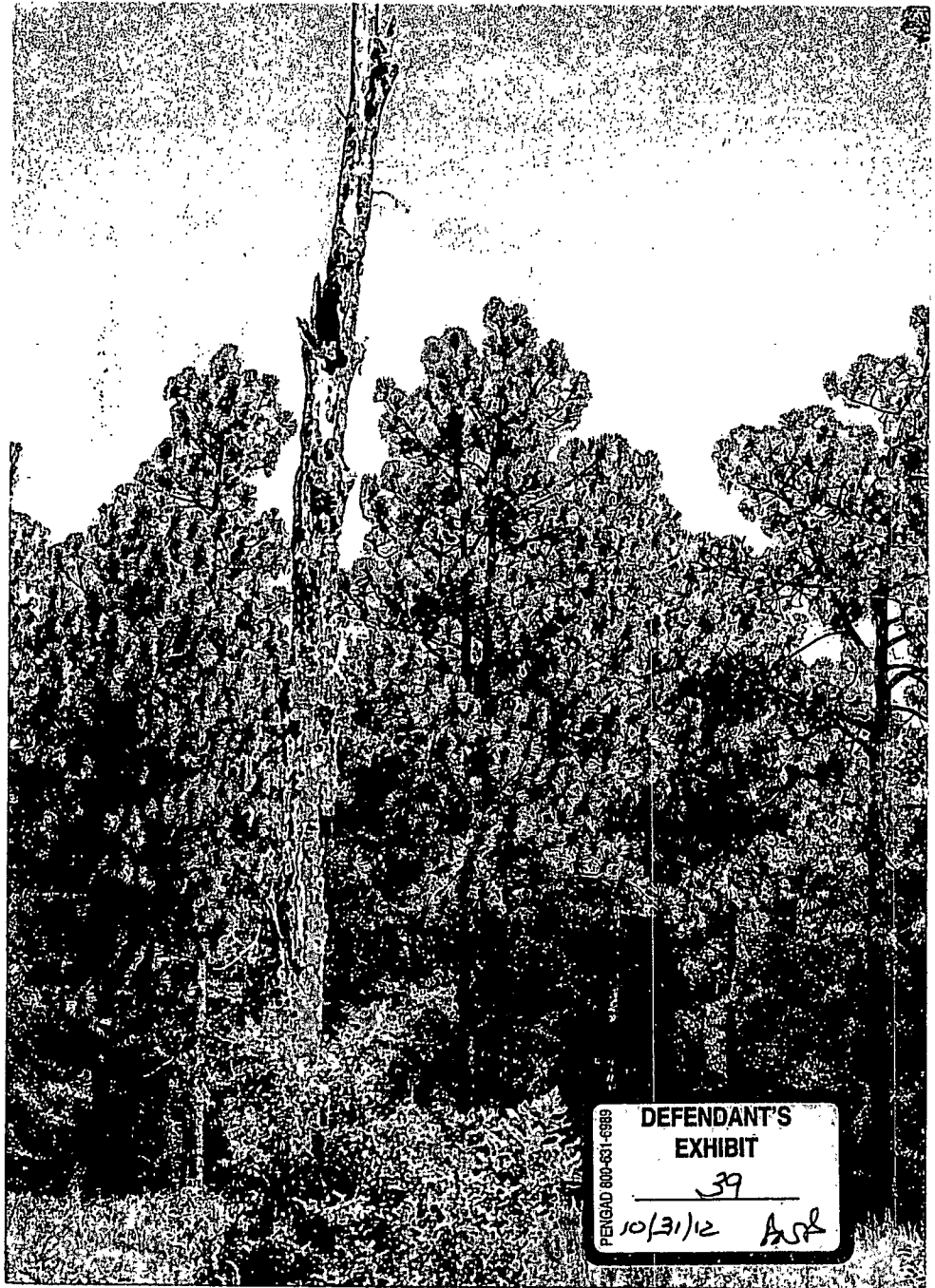






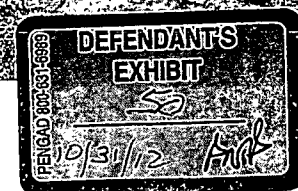






PERGAD 800-631-6989  
DEFENDANT'S  
EXHIBIT  
39  
10/31/12 ASH

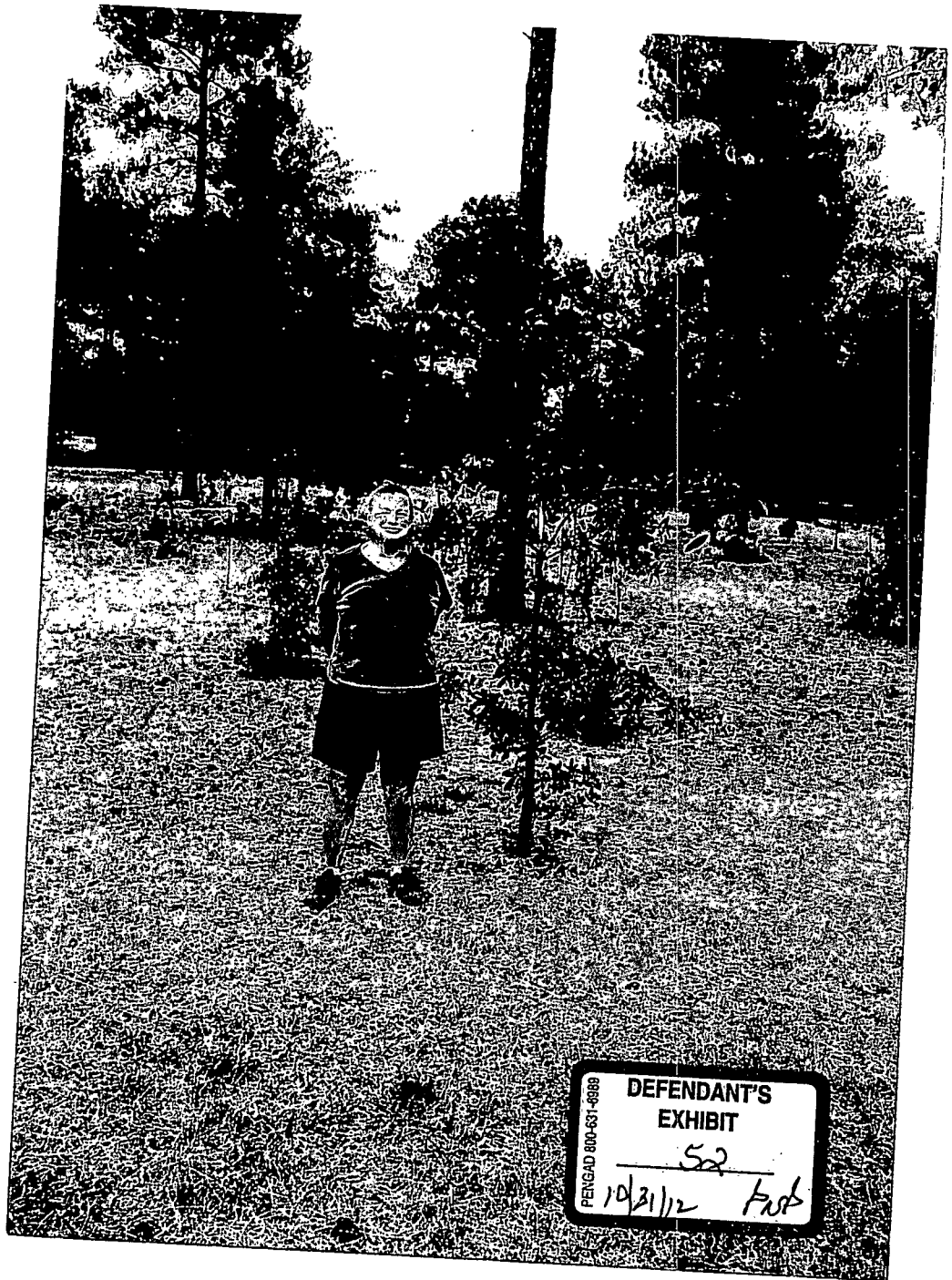


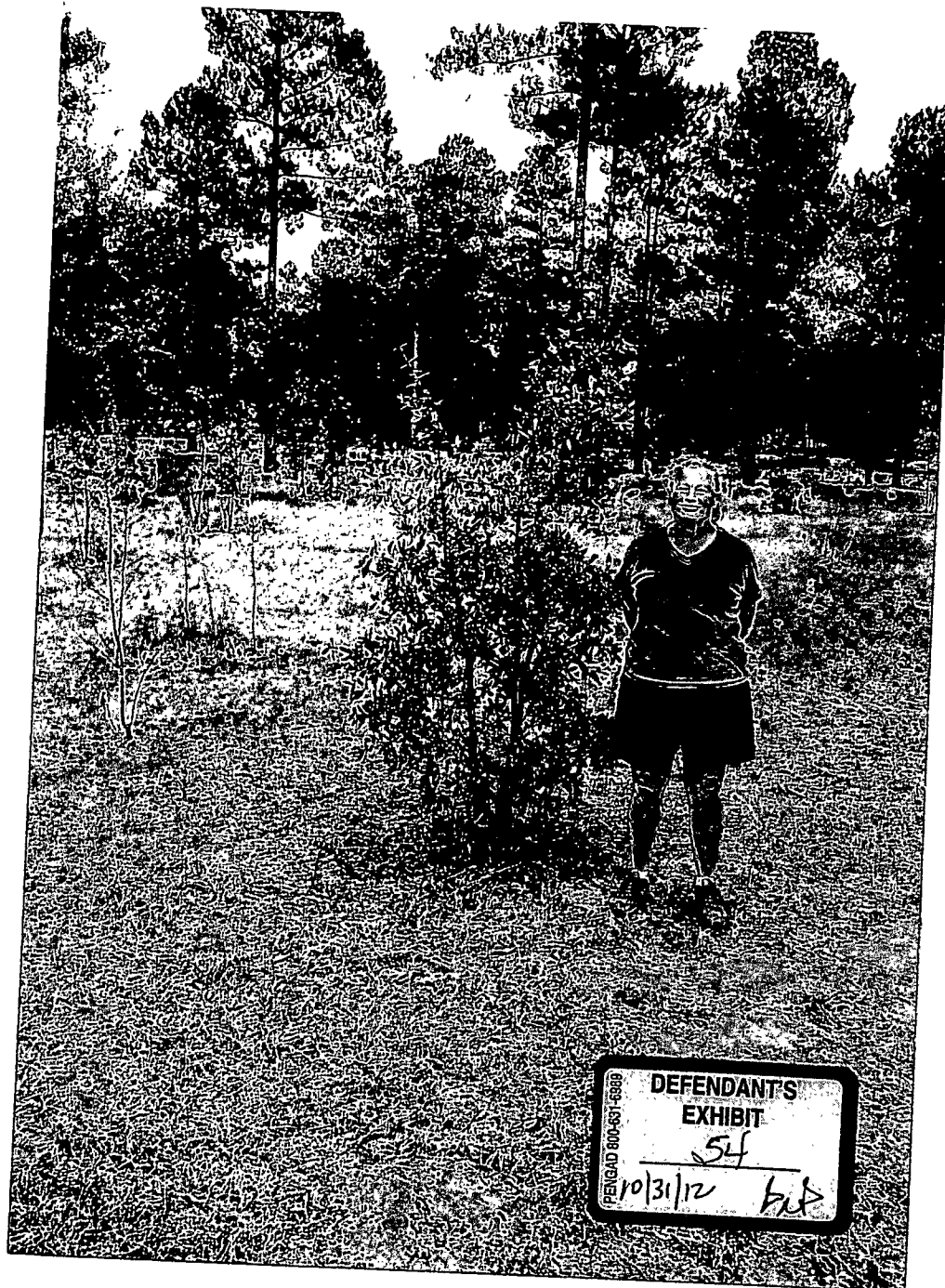




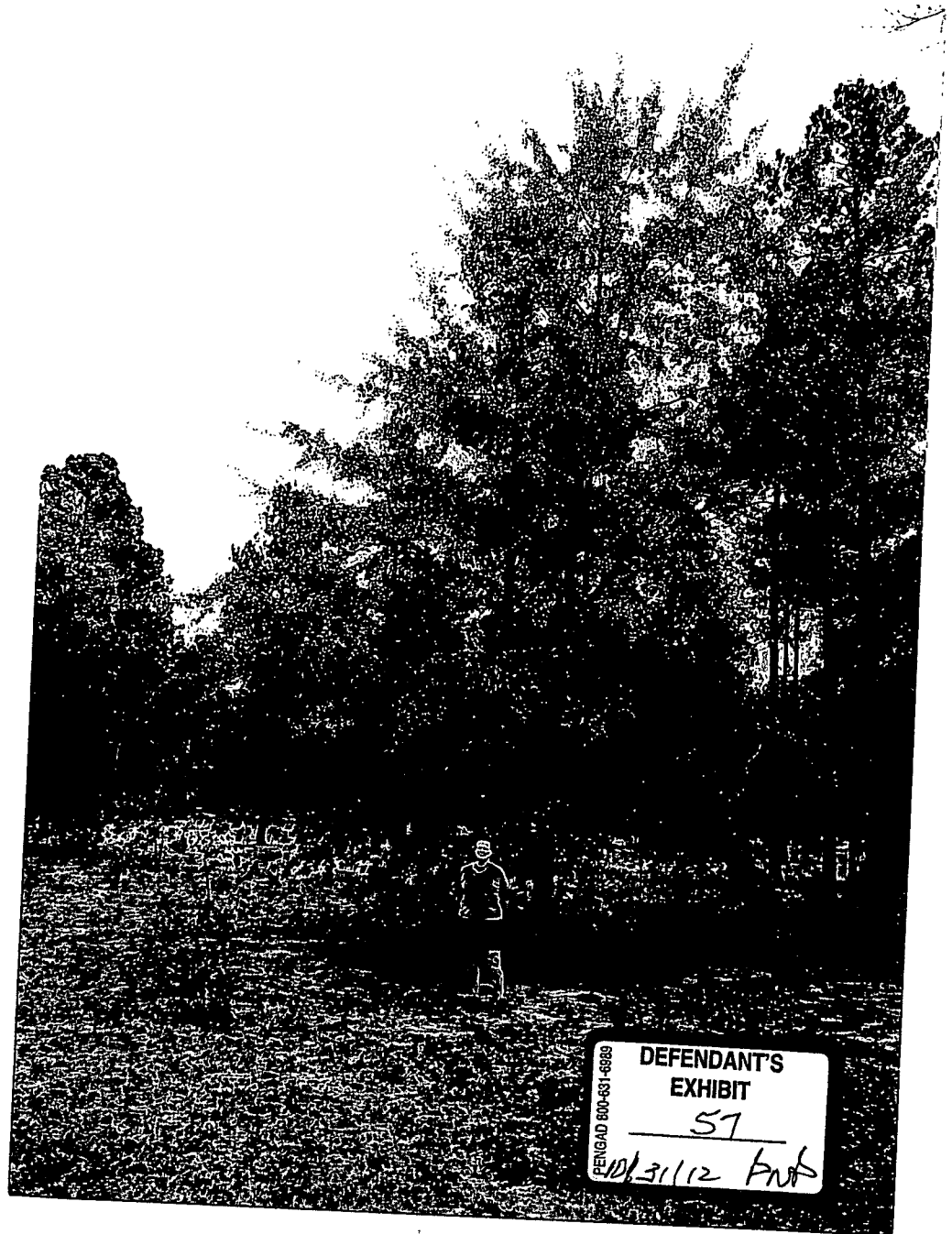
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EXHIBIT  
51  
10/21/12 ASD  
PENGAD 800-631-6883









# The Aiken Horse

Volume 5 Number 2

October/November 2000



FILED 7/1 20012

*Shirley Gaddard*  
CCCP & GS

4:50 *Kenny Gough*  
MAY 1992

610

ENGAD 804-651-6569  
DEFENDANT'S  
EXHIBIT  
*Three Rivers*  
8-70-12 (B)

ENGAD 804-651-6569  
3<sup>rd</sup> PLAINTIFF'S  
EXHIBIT  
*5 Bowford*  
2/12/12 (B)

# Saddle Up.

COME LIVE IN A COMMUNITY OF  
UNBRIDLED EXCELLENCE.



Three Runs Plantation is a vibrant, growing community situated on 2,400 acres of gently rolling land in the heart of horse country, just south of historic downtown Aiken, SC. It seems to stretch forever, over broad savannahs and forests dense with age-old trees. Two significant creeks run through Three Runs and hundreds of acres of wetlands and creek frontage have been protected. It is a special place that provides an opportunity for equestrian and non-equestrian families alike to enjoy the peace and tranquility of gracious country living.

Equestrian Complex Amenities: Two riding arenas (stadium jumping and dressage), clubhouse and outdoor pavilion, pool and cabana (soon to be under construction)

Trail System: Over 30 miles of trails – enjoy on foot or horseback – including picnic areas, cross country schooling jumps, gallop areas, carriage driving trails

Future Plans: Additional equestrian training areas and a recreation complex with swimming pool, tennis and a fitness center



*Three Runs*  
PLANTATION  
EQUESTRIAN & ESTATE HOMESITES  
AIKEN, SOUTH CAROLINA

Homesites from \$22,000 per acre • Spec homes available  
For more information or to arrange a visit call 888.297.8881. [ThreeRunsPlantation.com](http://ThreeRunsPlantation.com)

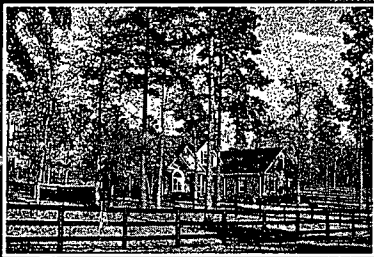
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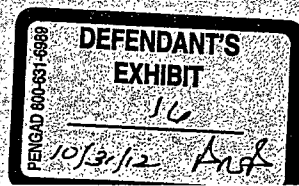
Plans and prices subject to change without notice. This does not constitute an offer in any state where prohibited by law. No time requirement to begin construction.

# Move to Aiken's premier equestrian community.

{ Horses Optional. }

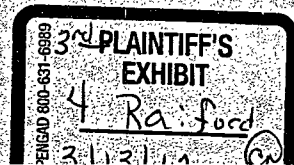


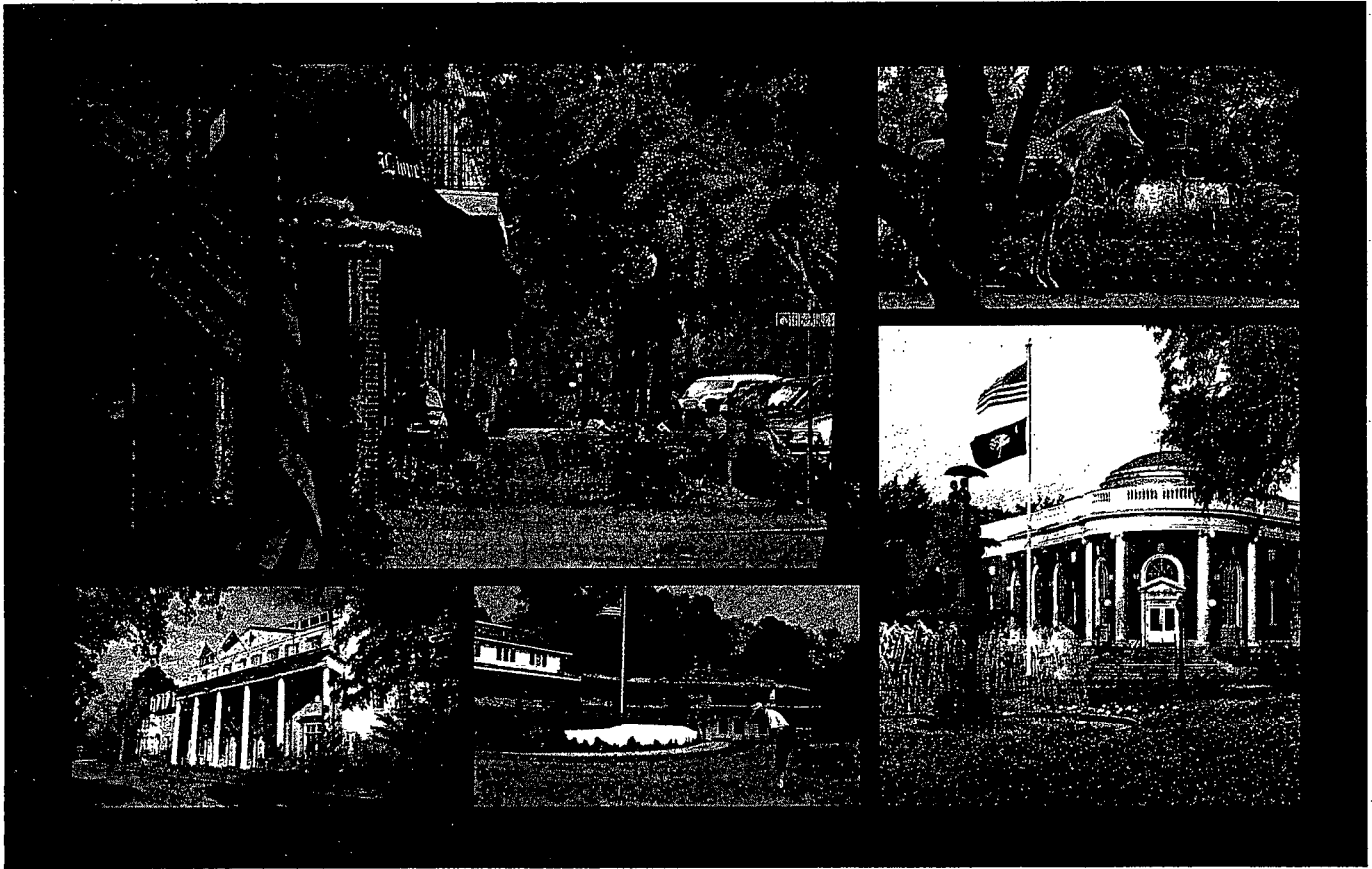
Feb 7/1 20013  
*Sp. Andrad*  
4:50 *Reverdy*  
PENGAD 800-631-6988



*Three Runs*  
PLANTATION

612





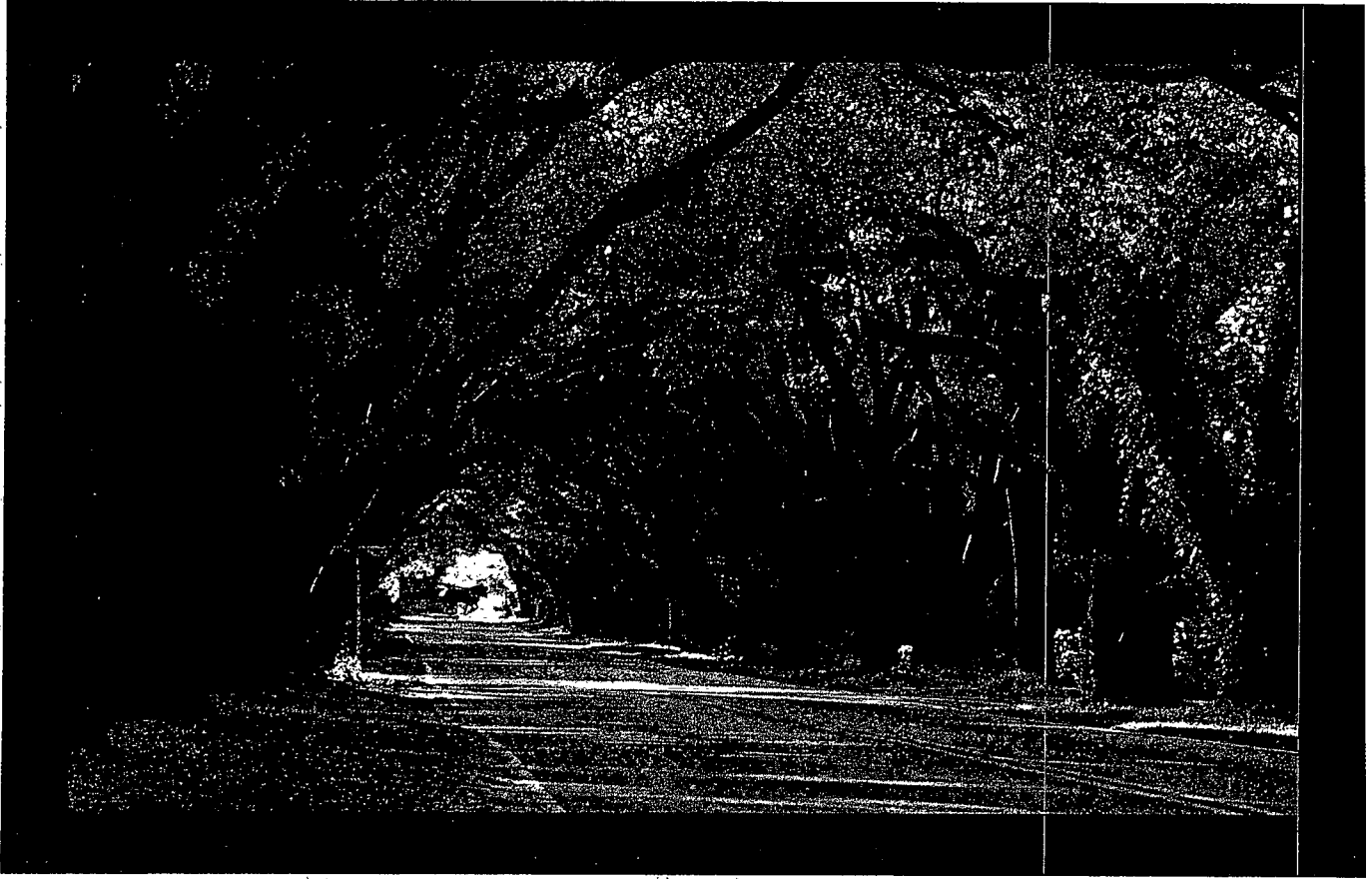
### THE ARTS AND ENTERTAINMENT

Aiken offers a broad array of cultural and social activities. Historic downtown Aiken is home to many unique shops, fine restaurants and art galleries. The thriving arts scene has many venues including the new Washington Center for the Performing Arts, The Etheredge Center at the University of South Carolina-Aiken, Aiken Civic Ballet, Aiken Symphony Guild, Aiken Opera Guild, Aiken Community Band and the downtown Aiken Center for the Arts.

### OUTDOOR PURSUITS

Aiken offers year-round opportunities for outdoor fun and relaxation. Within the city limits is Hitchcock Woods, America's largest urban forest with over 2100 acres. Lake Strom Thurmond, with over 70,000 acres and the 50,000 acre Lake Murray are both less than an hour away. These lakes provide magnificent places to fish, boat, swim, camp and enjoy all manner of water sports.

In addition to equestrian activities, Aiken is also a haven for golfers. There are dozens of golf courses in the area including many semi-private and public courses. The Arthur Hills designed Golf Club at Cedar Creek, adjacent to Three Runs Plantation, is beautifully maintained and offers daily fee play.



Cosmopolitan yet quaint, Aiken exudes the same ambiance today that was cultivated in the late 1800's when wealthy northerners flocked here for a winter retreat. Equestrian pursuits are a center-piece of community life, along with other outdoor activities, entertainment and the arts. Here are some of the details that add to the extraordinary quality of life in Aiken.

- > A mild year-round climate that averages between 51 and 76 degrees
- > Easy access to I-20. The Blue Ridge Mountains, Atlantic Ocean, and the cities of Atlanta and Charlotte are all just 2-3 hours away.
- > Aiken Municipal Airport provides service to local pilots and corporate jets
- > Augusta and Columbia Airports are served by major airlines with daily flights to most U.S. cities
- > Aiken Regional Medical Center was ranked #2 nationwide for quality care and the Medical College of Georgia is only 20 minutes away.
- > South Carolina has the 4th lowest property taxes in the U.S.
- > South Carolina does not tax Social Security benefits
- > Cost of living in the greater Aiken/Augusta area is 6% below the national average



Riding Trail  
Estate Properties  
(50-100 acres)

PHASE II

PHASE III  
FUTURE DEVELOPMENT

Future Development

Future Development

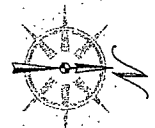
THE SAVANNAH

Riding Trail

WETLANDS

UPPER THREE RUNS CREEK

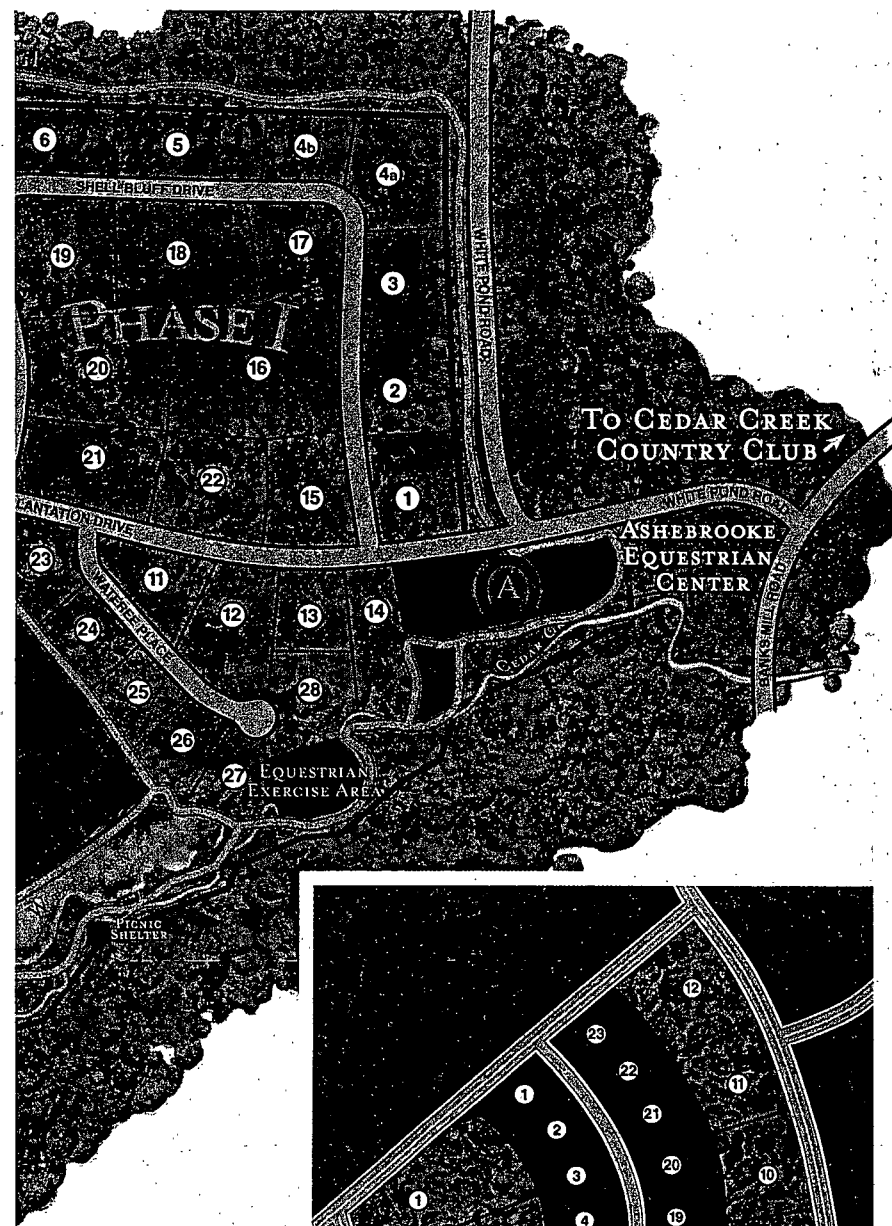
OLD SWIMMIN' HOLE



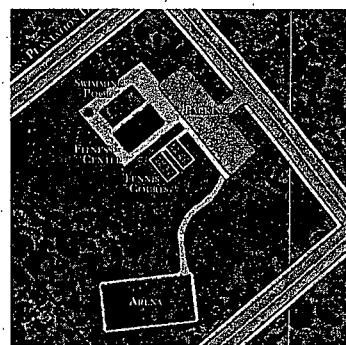
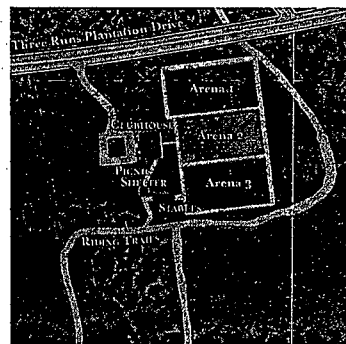
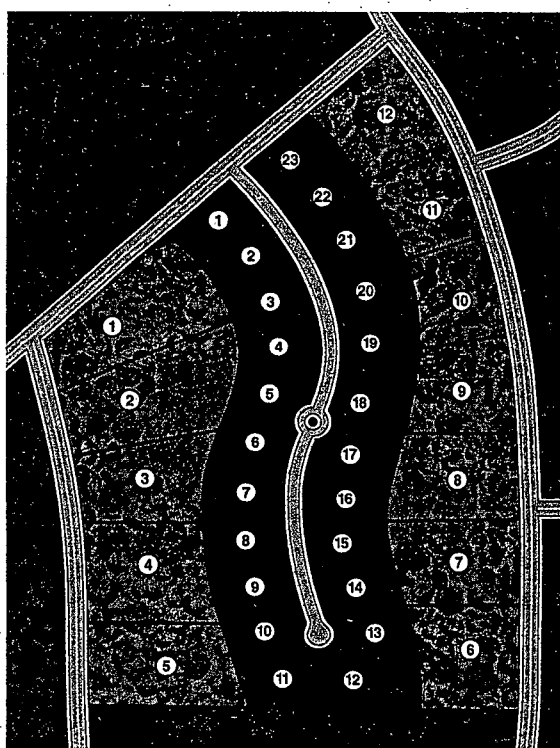
# Three Runs

## PLANTATION

Three Runs is designed for good living, whether you're a horse owner or not. Thirty miles of trails and two significant creeks run through the wooded, 2400-acre setting filled with amenities. Choose from estate-size lots of an acre or more or small farm sites from 4 to 20 acres. It's all part of a charming and cosmopolitan town that's a haven not just for equestrians, but for those seeking somewhere special to call home. Discover a community where horses are just the beginning.



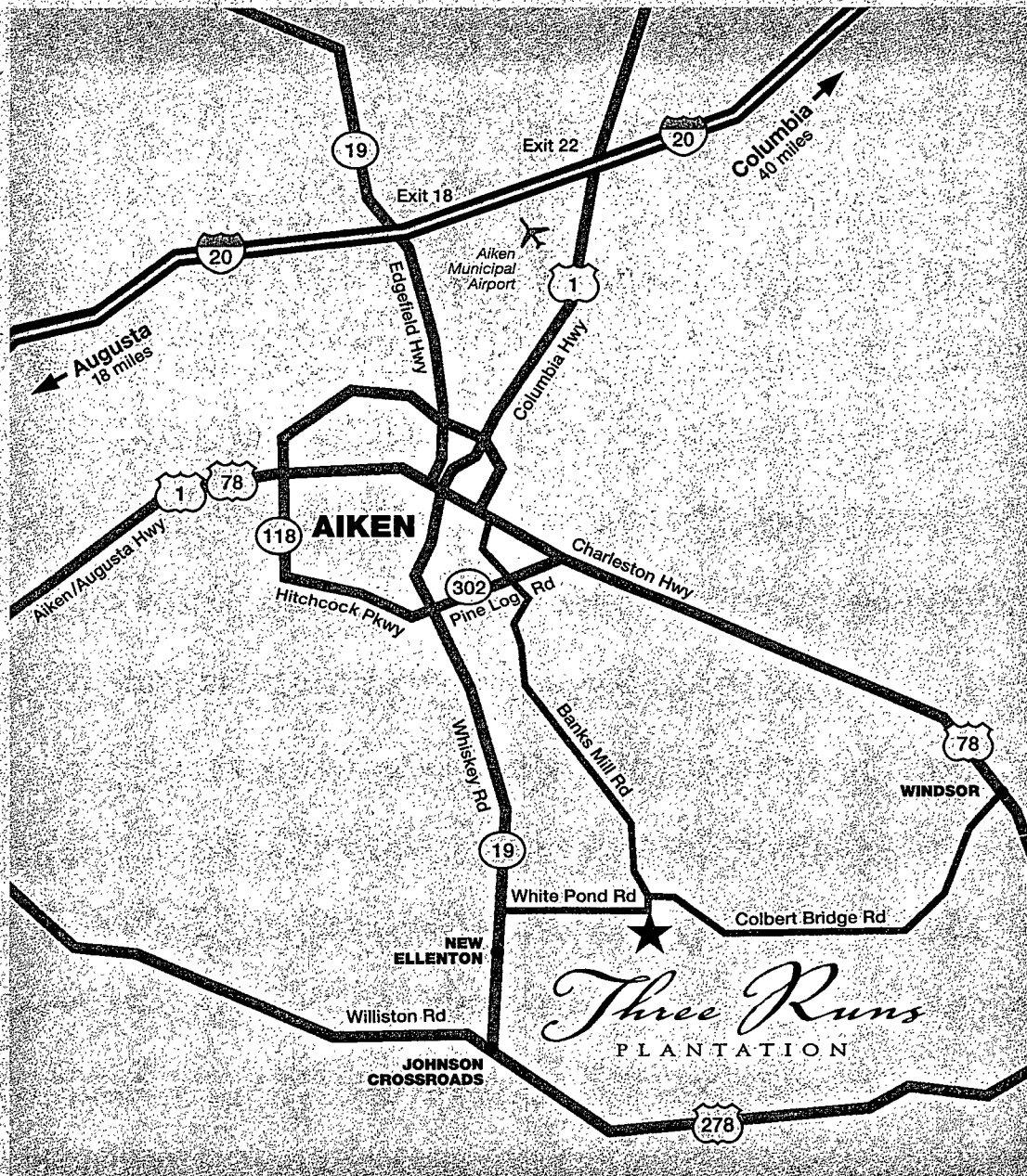
*The Savannah*  
1 to 4 Acres



*Estate-size lots 1 acre or more • Small farm sites 4 to 20 acres  
Recreation complex with swim, tennis & fitness center  
30 miles of trails w/picnic areas • Three schooling arenas • Cross country jump course  
Clubhouse overlooking the riding arenas • Guest barn for visiting horses*

Homesites from \$22,000 per acre.

To learn more about Three Runs Plantation, visit our website at [ThreeRunsPlantation.com](http://ThreeRunsPlantation.com). **616**  
To speak with a representative or to arrange a visit call 888.297.8881.



# Three Runs

PLANTATION

P. O. Box 516, Aiken, South Carolina 29802  
888.297.8881

ThreeRunsPlantation.com

617



Plans and prices subject to change without notice. This does not constitute an offer in any state where prohibited by law. No time requirement on construction.

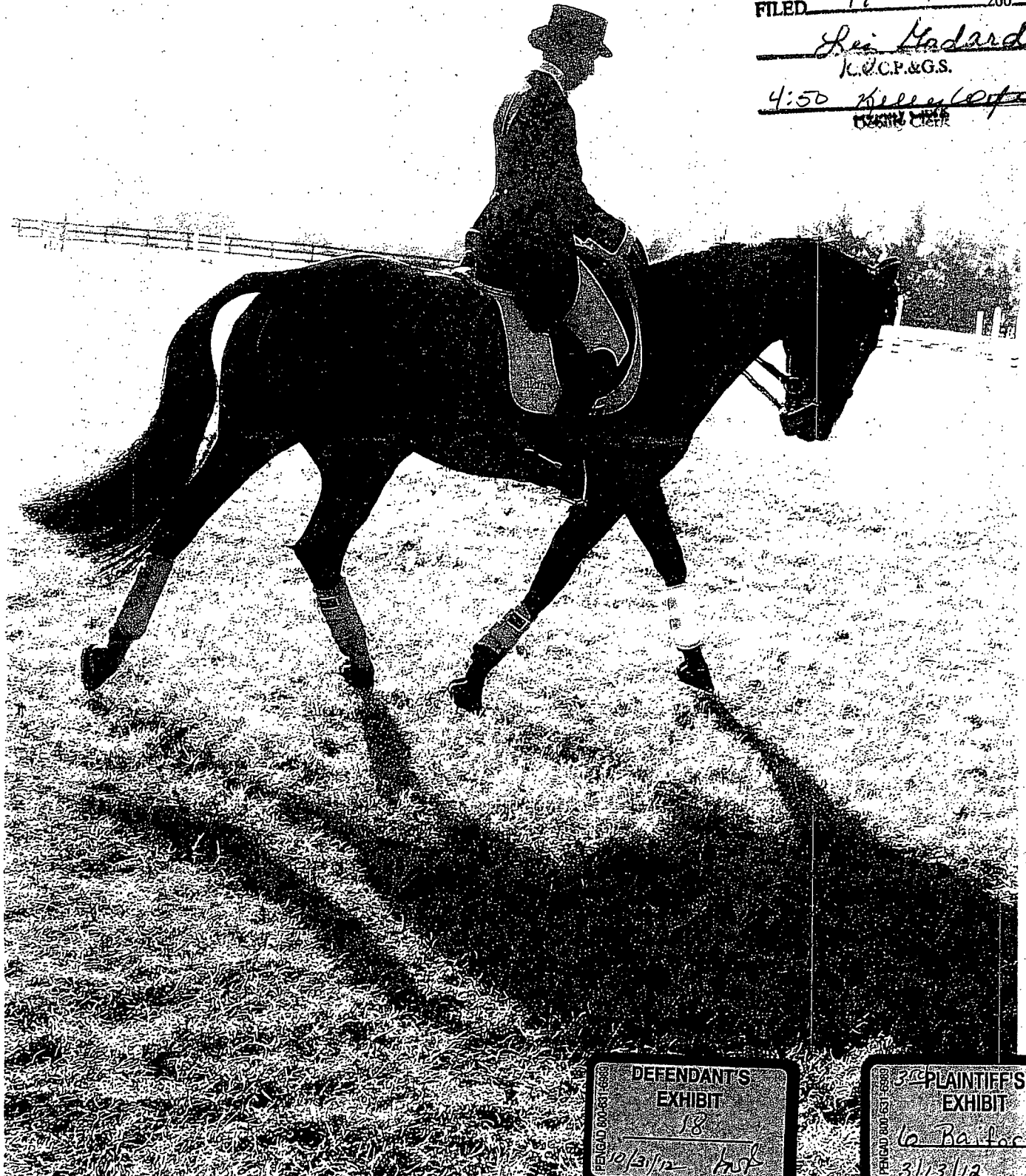
# The Aiken Horse

Volume 5 Number 4

February-March 2010

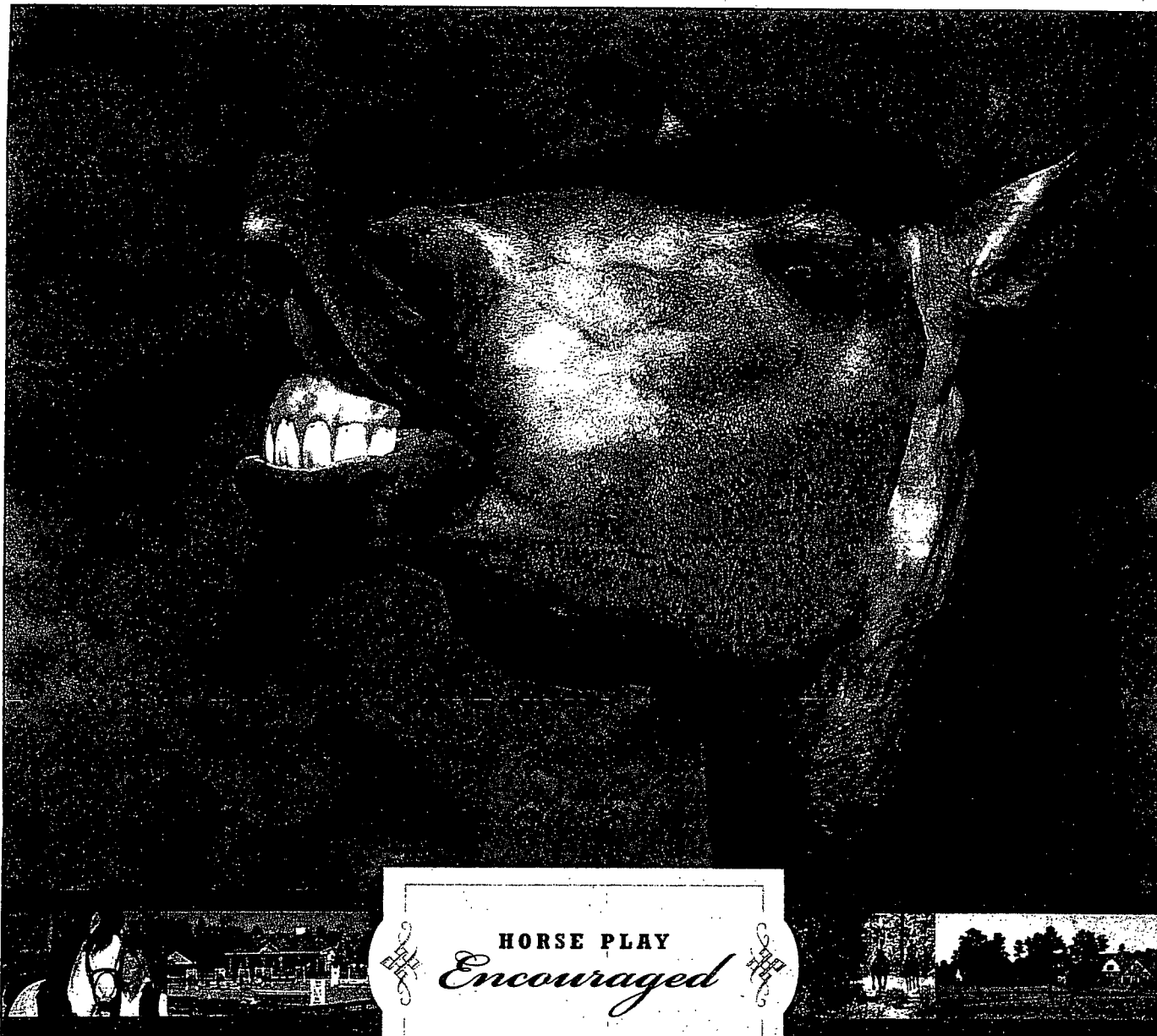
Aiken's Horse Subscriptions

FILED 7/1 200 13  
Rei Madard  
K.C.P.&G.S.  
4:50 Kelley  
County Clerk



DEFENDANT'S  
EXHIBIT  
18  
10/31/12 huf

PLAINTIFF'S  
EXHIBIT  
6 Barford  
3/13/12 @



HORSE PLAY  
*Encouraged*

*Whether yours is an equestrian family or you simply enjoy gracious country living, you'll love Three Runs Plantation. There are 30 miles of trails on 2400 acres, broad savannahs and forests, two major creeks, a superb equestrian complex, recreation amenities, beautiful homes and homesites. All located in a great little town steeped in history and charm. We encourage you to visit online today and come see us soon.*

*Three Runs*  
PLANTATION

EQUESTRIAN & ESTATE HOMESITES • AIKEN, SOUTH CAROLINA

Homesites from \$22,000 per acre • Spec homes available

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Marketed by The Carolina Real Estate Company, Aiken, SC

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Judy and Jay Jacobs

On Jul 6, 2010, at 10:27 AM, Three Runs Plantation HOA wrote:

> Mr. and Mrs. Jacobs,

>

> Mr. Raiford asked me to remind you guys to mow your lots. He said  
> that he remembered that you guys were having tractor problems about  
> a month or so ago, but noticed that some of your property has been  
> mowed since, but not all of it. If you haven't completed the  
> maintenance please do so (all the other lots at Three Runs have been  
> maintained). If you would like the HOA to mow it for you, please  
> let us know (cost id \$35/ ac).

>

> Mr. Raiford would like for you guys to email us back with your plans.

>

> Thanks,

>

> Tanya

>

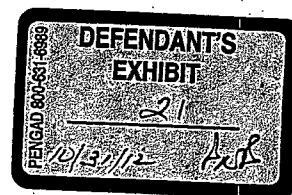
f3  
FILED 7/1 200 13

Shirley Madard  
J.C.C.P.&G.S.

4:50 Keely Cope  
DEPUTY CLERK

3/28/2011 6:41 PM

620



-----Original Message-----

From: "jacobs.jay@att.net" <jacobs.jay@att.net>

Sent 7/9/2010 11:02:44 AM

To: "Three Runs Plantation HOA" <hoa@threerunsplantation.com>

Subject: Re: Three Runs Plantation Lots 10/11 Phase II

<http://us.mg205.mail.yahoo.com/dc/launch?.partner=sbc&.gx=1&.rand.>

Tanya,

We plan to naturalize the interior more wooded parts of our lots. Since we are not currently planning to have horses on our property, we would prefer to have more wooded lots, rather than pasture or more lawn. We are allowing all the young trees to grow up and plan to allow more natural underbrush to fill the empty places. We will continue to mow the front, all rights of way and all the more open areas, as well as around the house, but want to recreate the more natural woods that used to exist here, and can still be seen along the trails. We feel that natural woods are more beautiful than acres of unused grass, and also attract more wildlife, especially birds.

**From:** Three Runs Plantation HOA <hoa@threerunsplantation.com>

**To:** "jacobs.jay@att.net" <jacobs.jay@att.net>

**Sent:** Mon, July 12, 2010 9:04:18 AM

**Subject:** Re: Three Runs Plantation Lots 10/11 Phase II

Mr. and Mrs. Jacobs,

Wayne's message is below....

Tanya

This is nothing but an excuse not to mow their lot and will not be allowed; all lot owners that are not living at Three Runs would like to do the same. Send them an e-mail and tell them that the only way that would be allowed is that all under brush around those trees will have to be maintained and cut and have a neat appearance. Tell them I looked at their property this week and their property looks bad and other property owners are not happy with its appearance, as I have been receiving complaints. The Jacobs were to cut it when their tractor was repaired and they were to get it back two weeks ago.

Wayne

Forwarded message ---  
**From:** Jay Jacobs <jacobs.jay@att.net>  
**To:** Three Runs Plantation HOA <hoa@threerunsplantation.com>  
**Sent:** Mon, July 12, 2010 5:58:10 PM  
**Subject:** Re: Three Runs Plantation Lots 10/11 Phase II

Tanya,

Here is our response for you to forward to Wayne:

Wayne,

The tractor has been back and we have mowed several times since you stopped by. We are not looking for an excuse to not mow, since we have been doing so regularly. If you ever had a beard (as does Jay), you will know it is harder to shave around it than to shave clean - the same applies to mowing. When you went by, either you did not notice we mowed or did not bother to stop in to express your displeasure.

We assume it is only your displeasure, despite what you said about receiving complaints, because (1) it is virtually impossible to complain directly to you (can't get through); (2) we received no complaints; (3) this can't rank very high on anyone's list of problems; and (4) we told a number of our neighbors about naturalizing our land and they all thought it was a great idea. Nobody here that we have talked to seems to think that trying to make 7+ acre properties look like giant lawns is really desirable. We are trying to encourage the growth of our many young trees. We mowed back about 50-100 feet from the road. Surely, nobody is

<http://us.mg205.mail.yahoo.com/dc/launch?.partner=sbc&.gx=1&.rand..>

concerned about further back than that. But, in the interest of fairness, we are emailing the other property owners to find out if any object.

We also do not know what you mean by all underbrush around the trees. Perhaps, you could inform us. When land naturalizes, there are various different types of growth. We already have cactus, shrubs, wildflowers and trees growing - which of these constitute underbrush? We also landscaped and sodded the front of our property at considerable expense. By the way, we are still waiting for the grass you promised to plant on our property to grow anywhere.

Further, the tenor of your email is at best unpleasant, demeaning, and meretricious. You will recall that we were among the few people to defend you at the homeowners association meeting when people wanted everything you promised immediately and you refused to even give a time line. We later expressed support when you stopped by our house. Since you have now attacked us so quickly and unconditionally, it has become clear why so many other people are angry with you.

Jay and Judy Jacobs

# Three Runs PLANTATION

August 30, 2010

Dear Property Owners,

I think it is important to re-state to all of you that I am committed to assuring that Three Runs Plantation remains Aiken's premier equestrian community and a great place to live.

This obligation to protect the community and our collective investment in Three Runs is what motivates me and guides the decisions we make regarding this community.

Thoughtful land planning and continued sales are critical to the long term health of the community. Controlled growth is what protects your lifestyle and increases your property values.

Our "curb-appeal" (the way the community looks to a prospective buyer when they drive around) is one of the most significant competitive advantages and positive selling points Three Runs Plantation has in its favor. So it is extremely important that we maintain the high standards we have set in place.

The HOA has reviewed the TRP Protective Covenants with regard to individual lot maintenance and has decided that further explanation is needed to clearly state the required level of maintenance for all property located within the Three Runs community.

Enclosed is the new Lot Maintenance Guidelines document. We have also included information on the process that will be used to handle all non-compliance issues. These guidelines and the diligence process will go into effect on October 1, 2010.

We also ask that our resident property owners continue to let the HOA know about other property maintenance issues such as street lights, downed trees, problems on trails or in arenas, etc.

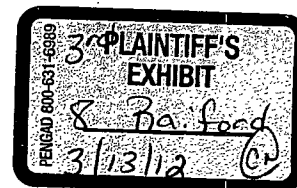
Also please be advised that I have reorganized my office and re-directed some Three Runs responsibilities to our marketing department. If you have any questions regarding the Lot Maintenance Guidelines and diligence process or have any questions, comments or concerns regarding Three Runs please don't hesitate to contact us through email using the [HOA@threerunsplantation.com](mailto:HOA@threerunsplantation.com) address. You will receive a prompt response.

I appreciate your attention to these important matters and thank you in advance for your cooperation.

Best Regards,

Wayne Raiford

624



EQUESTRIAN & ESTATE HOMESITES

P. O. Box 516, Aiken, South Carolina 29802 • Tel 888.297.8881 • [ThreeRunsPlantation.com](http://ThreeRunsPlantation.com)

LAW OFFICES OF  
WARLICK, TRITT, STEBBINS & MURRAY, LLP

POST OFFICE BOX 1495  
AUGUSTA, GEORGIA 30903-1495

THIRD FLOOR  
209 SEVENTH STREET  
AUGUSTA, GEORGIA 30901

(706) 722-7543

TELECOPIER (706) 722-1822

WWW.WTSMMLAW.COM

COLUMBIA COUNTY OFFICE  
119 DAVIS ROAD  
MARTINEZ, GEORGIA 30907

P. O. BOX 211006  
AUGUSTA, GEORGIA 30917-1006  
(706) 860-7595  
TELECOPIER  
(706) 860-7597

February 1, 2011

H. Freeman Belser, Esq.  
Belser & Belser, P.C.  
Post Office Box 96  
Columbia, SC 29202

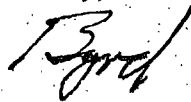
RE: Three Runs Plantation Homeowners Association, Inc.  
Jay J. Jacobs and Judith B. Jacobs (the "Jacobs")

Dear Freeman:

I have discussed your conversation with my partner, Jeb Murray, with our client, Wayne Raiford, the President of the Homeowners Association. Wayne merely wants the Jacobs to maintain their property in a fashion that is consistent with the other homeowners residing in Three Runs Plantation. We sent you four photographs out of approximately 30 that were taken.

Each owner of property in Three Runs Plantation purchased his property in part based upon the Protective Covenants and the knowledge that the Homeowners Association would insure that the Protective Covenants would be enforced. This agreement was not only between the Developer and each of the purchasers, but among all of the purchasers themselves. I appreciate your prompt response to the earlier letter. We understand that your client will promptly mow and/or weed-eat his property. I assume two weeks to be reasonably prompt.

Sincerely,



Wm. Byrd Warlick

WBW:drw

cc: Mr. J. Wayne Raiford

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

---

APPEAL FROM AIKEN COUNTY  
Court of Common Pleas

The Honorable M. Anderson Griffith, Master-in-Equity for Aiken County

---

Case Number 2011-CP-02-00548

---

Three Runs Plantation Homeowners Association, Inc.,

Respondent,

vs.

Jay J. Jacobs and Judith B. Jacobs,

Appellants,

vs.

T.R. Sales Plantation, LLC and J. Wayne Raiford,

Respondents.

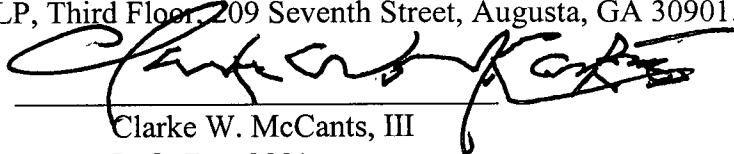
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PROOF OF SERVICE

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I certify that I have served a copy of the Record on Appeal on counsel for the Respondents, Wm. Byrd Warlick, Esquire and James S. Murray, Esquire by hand delivering a copy of it on June 23, 2014 addressed to Wm. Byrd Warlick, Esquire and James S. Murray, Esquire, Warlick Tritt Stebbins & Murray, LLP, Third Floor, 209 Seventh Street, Augusta, GA 30901.

June 23, 2014



Clarke W. McCants, III  
P. O. Box 2881  
Aiken, SC 29802-2881  
(803) 649-6200  
Attorney for Appellants

**RECEIVED**

JUN 25 2014

**SC Court of Appeals**