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THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY  
Court of Common Pleas

J. Cordell Maddox, Jr, Circuit Court Judge

RECEIVED  
FEB 16 2016  
SC Court of Appeals

Case No. 2015-000593

Ronald J. Ferguson,

Appellant,

v.

Mill Creek, LP,

Respondent.

*Corrected* RECORD ON APPEAL

Ronald J. Ferguson  
103 Mill Creek Rd  
Piedmont, SC 29673  
(864) 509-0169  
Pro-se Appellant

Rodney M. Brown  
210 S Main St  
Fountain Inn, SC 29644  
(864) 862-2528  
Attorney for Respondents

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FORM 4

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE  
FILED-CLERK OF COURT CASE NUMBER 2013CP2305102  
GREENVILLE CO. S.C.

Ronald J Ferguson

PAUL B. WICKENS Mill Creek LP

2014 DEC 30 PM 2 43

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for:  Plaintiff  Defendant  
 Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.  See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):  Rule 12(b), SCRCP;  Rule 41(a), SCRCP (Vol. Nonsuit);  
 Rule 43(k), SCRCP (Settled);  Other: \_\_\_\_\_
- ACTION STRICKEN (CHECK REASON):  Rule 40(j) SCRCP;  Bankruptcy;  
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  Other: \_\_\_\_\_
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):  
 Affirmed;  Reversed;  Remanded;  Other: \_\_\_\_\_

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED:  See attached order; (formal order to follow)  Statement of Judgment by the Court:

This matter came before the Court on December 16, 2014 for a hearing on Plaintiff's Motion for Summary Judgment. During the hearing, Plaintiff moved for an entry of default against Defendant pursuant to Rule 55, SCRCP.

Defendant has been properly served in this matter. Furthermore, Defendant has failed to appear or otherwise respond to the Complaint, and the time for doing so has elapsed. Therefore, this Court orders that the Clerk of Court enter default against Defendant Mill Creek, LP pursuant to Rule 55(a), SCRCP.

ORDER INFORMATION

This order  ends  does not end the case.  
Additional Information for the Clerk: \_\_\_\_\_

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

*JH*  
Circuit Court Judge

2162  
Judge Code

12/16/14  
Date

**For Clerk of Court Office Use Only**

This judgment was entered on <sup>12/30/14</sup>, and a copy mailed first class or placed in the appropriate attorney's box on <sup>12/30/14</sup>, to attorneys of record or to parties (when appearing pro se) as follows:

Ronald J Ferguson 103 Mill Creek Rd Piedmont, SC 29673

ATTORNEY(S) FOR THE PLAINTIFF(S)

Rodney M Brown

ATTORNEY(S) FOR THE DEFENDANT(S)

Paul B. Wickensimer Greenville County Clerk Of Court - Clerk of Court

Court Reporter

**ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.**

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Yor2*

Ronald J. Ferguson

FILED-CLERK OF COURT  
 GREENVILLE CO Mill Creek LP  
 PAUL B. WICKENSMEYER

PLAINTIFF(S)

DEFENDANT(S)

2015 MAR 23 PM 2 32

Submitted by: Rodney M. Brown 210 S Main Street Fountain Inn, SC 29644

Attorney for :  Plaintiff  Defendant  
 or  
 Self-Represented Litigant

**DISPOSITION TYPE (CHECK ONE)**

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
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- ACTION STRICKEN (CHECK REASON):**  Rule 40(j), SCRPC;  Bankruptcy;  Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  Other
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
 Affirmed;  Reversed;  Remanded;  Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED:  See attached order (formal order to follow)  Statement of Judgment by the Court:

**ORDER INFORMATION**

This order  ends  does not end the case.

Additional Information for the Clerk :

adding as Defendants John Hatcher, Michael Stehney, Rachel Shaluly, Molly Miller, James Gilbert, individually and as members of the Architectural Committee of Mill Creek Estates

**INFORMATION FOR THE JUDGMENT INDEX**

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Circuit Court Judge

2131  
 Judge Code

3/18/15  
 Date

**For Clerk of Court Office Use Only**

This judgment was entered on the 23 day of Mar, 20 15 and a copy mailed first class or placed in the appropriate attorney's box on this 23 day of Mar, 20 15 to attorneys of record or to parties (when appearing pro se) as follows:

Ronald J Ferguson  
103 Mill Creek  
Piedmont, SC 29673  
ATTORNEY(S) FOR THE PLAINTIFF(S)

Rodney M Brown  
210 S Main St.  
Fountain Inn, SC 29644  
ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

**ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.**

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

[Lined area for additional information]

STATE OF SOUTH CAROLINA )

COUNTY OF GREENVILLE )

Ronald J. Ferguson, )

Plaintiff, )

vs. )

Mill Creek, LP, )

Defendant. )

IN THE COURT OF COMMON PLEAS  
FILED CLERK OF COURT  
GREENVILLE CO. S.C.  
PAUL B. WICKENSIMER  
2013-CP-23-05102

2015 MAR 23 PM 2 32

COURT ORDER

---

PRESIDING JUDGE: The Honorable J. Cordell Maddox, Jr.  
ATTORNEY FOR PLAINTIFF: Pro Se  
ATTORNEY FOR THE ARCHITECTURAL COMMITTEE OF MILL CREEK ESTATES: Rodney M. Brown  
DATE OF HEARING: February 12, 2015  
COURT REPORTER:

---

This matter comes before the Court upon a motion made by the Movants, John Hatcher, Michael Stehney, Rachel Shaluly, James Gilbert and Molly Miller, individually and as members of the Architectural Committee of Mill Creek Estates, requesting permission to intervene into this action.

The Court understands that part of the relief sought by the Plaintiff in this matter is to "vacate the deed restrictions of a subdivision known as Mill Creek". The Movants are residents of Mill Creek Estates and are members of the Architectural Committee.

The Court understands that there is other actions pending regarding this subdivision including one initiated by the Movants herein against the Plaintiff and his parents who also own a house in the subdivision. The question of that lawsuit is whether Mr. Ferguson and his parents' home and building violate the Restrictive Covenants. The Court also understands that

ENTERED COMPUTER

Mill Creek, LP was a corporation organized to develop the real estate and does not have any interest in the matter at this point and time.

To change or alter or vacate the Restrictive Covenants it must be done in accordance with the terminology expressed in the Restrictive Covenants.

The Court finds that the Plaintiff would not be able to obtain the relief of vacating the deed restrictions with an action against Mill Creek, LP. The Court also finds that it would be beneficial for the Plaintiff in seeking the redress he does and having the Movants added as parties to the action. The Court finds that according to Rule 24 of the South Carolina Rules of Civil Procedure, it is certainly proper and necessary that the Movants be added as parties to the action. As stated, it will not prejudice the Plaintiff but be beneficial to the Plaintiff.

ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the motion to intervene is granted and that the Movants are added as Defendants to this action.

The Movants also informed the Court that a number of "Ferguson lawsuits" had been consolidated with the Greenville County Master-in-Equity, Judge Simmons. The Movants said they were agreeable to have this lawsuit transferred to him also. The Court did not want to put the Plaintiff on the spot and make a decision on the spur of the moment. Accordingly, the Court is giving the Plaintiff ten days to notify the Movants whether he is in agreement with the transfer to the Master-in-Equity. If he is, this Court will entertain and sign an Order referring the matter to the Master-in-Equity. The Plaintiff is directed to inform the Movants' attorney, Rodney M. Brown, in writing of his decision within ten days.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Movants' request to intervene is hereby granted and that the parties will address the matter regarding transfer to the Master-in-Equity as enumerated above.

IT IS SO ORDERED.

  
\_\_\_\_\_  
The Honorable J. Cordell Maddox Jr.

Date: 3/18/15

STATE OF SOUTH CAROLINA )

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE )

2013-CP-23-05102

Ronald J Ferguson )

Plaintiff(s), )

vs. )

COMPLAINT

Mill Creek, LP )

Defendant(s). )

2013 SEP 20 P 5:07

FILED-CLERK OF COURT  
GREENVILLE CO. S.C.  
PAUL B. WICKENSIMER

COMES NOW, the Plaintiff Ronald J. Ferguson, and for his Complaint against the Defendant(s) Mill Creek, LP, a domestic entity operating in South Carolina, and states as follows:

**PARTIES AND JURISDICTION**

1. Plaintiff is a resident of Greenville County, South Carolina.
2. Upon information and belief, Defendant Mill Creek, LP, is a domestic entity in good standing operating within Greenville, South Carolina.
3. Upon information and belief, Defendant Mill Creek, LP, was formed in the County of Greenville and under their articles are required to maintain offices within the same geographic location.
4. The events and actions further described herein took place at or within the mets and bounds of the County of Greenville, South Carolina.
5. This court is court has jurisdiction over the parties and subject matter of this action, and venue is proper before this court.

**FACTUAL BACKGROUND**

6. Plaintiff purchased land and built a residence in Greenville County at PIN / Tax Map #0594030101300, Lot 13, Mill Creek Estates, commonly known as 103 Mill Creek Road.

7. Upon information and belief Mill Creek Estates was originally purchased as raw land on September 10, 1973, by Kasper F. Fulghum, Kasper F. Fulghum, Junior, Robert Rosenthal, Salon Rosenthal, Ira W. Moore and Joe K. Garrison.
8. These individuals are the partners of record who formed Mill Creek, LP and subsequently subdivided and platted the property to become the community known as Mill Creek Estates.
9. Upon information and belief, the partners previously stated, did forthwith enter unto partnership agreement to form Mill Creek, LP, on May 31, 1974, and provide the previously purchased land to this entity.
10. Upon information and belief, Kasper F. Fulghum, acting as "General Partner" for Mill Creek signed Deed Restrictions on May 31, 1974.
11. Upon information and belief, at the time the Deed Restrictions were signed there was not an active entity known as Mill Creek, LP, authorized to operate within the State of South Carolina.
12. Upon information and belief, according to the South Carolina Secretary of State, Mill Creek, LP became an active entity on June 27, 1974.
13. Upon information and belief, Mill Creek, LP, filed the Deed Restrictions for Mill Creek Estates with the County of Greenville, Register of Deeds on June 28, 1974.
14. Upon information and belief, the Deed Restrictions contain language in Article III that appoint the partners to a committee to be known as the Subdivision and Architectural Control Committee.
15. Upon information and belief, the language of Article III permits for the original members of Mill Creek to designate a representative to act on behalf of one or any number of members who have resigned or unable to fulfill their duties.
16. Upon information and belief, no members or partners of Mill Creek, LP, reside or own any property within the development known as Mill Creek Estates.

17. Upon information and belief, the members or partners of Mill Creek, LP, have not filed documentation or notice with the Secretary of State or any other public entity, regarding either the standards, practices, guidelines, or any person or persons authorized to act upon their behalf for maintenance and perpetuation of the Subdivision and Architectural Control Committee.
18. Upon information and belief, as a direct and proximate result of Mill Creek, LP, not owning, managing, maintaining or otherwise participating in the community operations the Deed Restrictions are not being maintained or enforced in a uniform and consistent manner.
19. Upon information and belief, Kasper F. Fulghum had criminal charges and moved out of the State of South Carolina.
20. Upon information and belief, Kasper F. Fulghum, Junior, was convicted of fraud by the State of South Carolina, subsequently losing his license to practice law and moved out of South Carolina.
21. Upon information and belief, Robert Rosenthal and Salon Rosenthal are not resident citizens of South Carolina.

**FOR A FIRST CAUSE OF ACTION ABANDONMENT**

22. Plaintiff reincorporates all of the allegations set forth above as if restated herein verbatim.
23. Upon information and belief, Defendant Mill Creek, LP, is an entity in good standing operating within the State of South Carolina.
24. Upon information and belief, the general partners of Mill Creek, LP, are not owners of property within or known to the general residents of Mill Creek Estates, nor are they otherwise engaged in the care, control, maintenance, and or other operations and processes for the care and continuity of the development in perpetuity.
25. Upon information and belief, Defendants have no public records or community published documentation of those responsible for the care, maintenance and continuance of the community concept in perpetuity on their behalf.

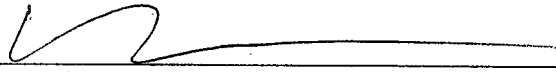
26. Upon information and belief, Plaintiff is entitled to judgment against Defendant in the form of injunctive relief vacating Article III of the Deed Restrictions and all reference to the formation and operation of an Architectural and Community Control Commity.

**FOR A SECOND CAUSE OF ACTION**  
**PRE-REGISTRATION CONTRACT**

27. Plaintiff reincorporates all of the allegations set forth above as if restated herein verbatim.
28. Upon information and belief, the general partners who combined to form Mill Creek, LP, entered into pre-registration contracts and failed to perform duties for the continued care and maintenance of same.
29. Upon information and belief, Plaintiff is entitled to judgment against Defendant in the form of injunctive relief vacating the Deed Restrictions in their entirety.

WHEREFORE, having set forth their causes of action, Plaintiffs pray for a judgment against Defendants,

For injunctive relief, reasonable attorney's fees and costs related to this action and for such other and further relief as the Court deems just and proper.

  
\_\_\_\_\_  
Ronald Ferguson  
103 Mill Creek Road  
Piedmont, SC 29673  
864-509-0169

STATE OF SOUTH CAROLINA ) IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE )

2013-CP-23-05102

Ronald J Ferguson  
Plaintiff(s),

vs.


VERIFICATION

Mill Creek, LP  
Defendant(s).

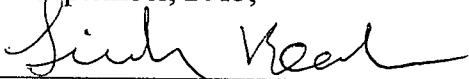
2013 SEP 20 P 5:08

FILED-CLERK OF COURT  
GREENVILLE CO. S.C.  
PAUL B. WICKENSIMMER

Ronald J. Ferguson, being duly sworn, states: he is the Plaintiff in the foregoing action; that he has read the Summons and Complaint for the aforesaid action and knows the content thereof; the same is true according to his knowledge, except those matters alleged on information and belief; and as for those matters, he believes them to be true.

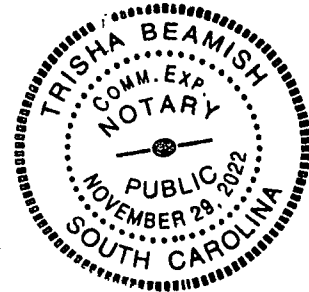
  
Ronald J. Ferguson

SWORN to before me this 20th  
day of September, 2013,



Notary Public for the State of South Carolina

My Commission expires: November 29, 2022



STATE OF SOUTH CAROLINA )

IN THE COMMON PLEAS COURT

COUNTY OF GREENVILLE )

2013-CP-23-05102

Ronald J. Ferguson, )

Plaintiff, )

vs. )

MOTION TO INTERVENE

Mill Creek, LP, )

Defendant. )

---

This matter is made through Plaintiffs' counsel in a companion lawsuit entitled John D. Hatcher, Rachel Shaluly, James F. Gilbert, Molly A. Miller and Michael Stehney, individually and as members of the Architectural Committee of Mill Creek Estates vs. Ronald J. Ferguson, Ronald E. Ferguson and Susan M. Ferguson Case Number 2013-CP-23-01810. On behalf of these Plaintiffs, John D. Hatcher, Rachel Shaluly, James F. Gilbert, Molly A. Miller and Michael Stehney, individually and as members of the Architectural Committee of Mill Creek Estates, they move to join in this case.

While these parties are not any relation to Mill Creek, LP, the parties believe that the allegations raised in the Complaint are allegations that should be made against them. The allegations made against MillCreek Architectural Committee with regard to their Restrictive Covenants have nothing to do with the Defendant in this case being Mill Creek, LP. Mill Creek, LP existed to develop the property and has ceased existing or being used for decades.

There is presently pending the following cases:

1. John D. Hatcher, Rachel Shaluly, James F. Gilbert, Molly A. Miller and Michael Stehney, individually and as members of the Architectural Committee of Mill Creek Estates vs. Ronald J. Ferguson, Ronald E. Ferguson and Susan M. Ferguson; 2013-CP-23-01810 (presently removed to Federal Court but will be remanded after the first of the year 2015)

2. Michael Stehney, Jr. vs. Ronald E. Ferguson, Ronald J. Ferguson and Susan M. Ferguson; 2013-CP-23-01715

3. Ron Ferguson vs. Greenville County Soil and Conservation District

The above cases and other cases have been filed. The Court of Common Pleas has recently consolidated them all with Judge Simmons heading up the consolidation of all the Ferguson and Mill Creek subdivision lawsuits.

In the case that these Plaintiffs are involved in, it involves the Restrictive Covenants and a violation of the Restrictive Covenants by the Plaintiff in this case by improperly building a house. He submitted plans to build a house to the Architectural Committee which were approved. He subsequently and fraudulently built a different house and an outbuilding which both violate the Restrictive Covenants.

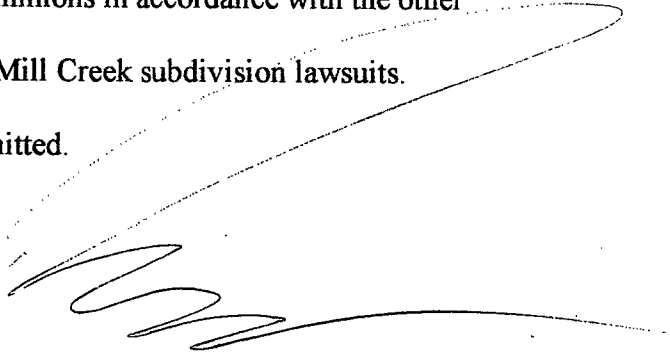
In this lawsuit, he is seeking to determine if the Restrictive Covenants are no longer valid. He brought that against Mill Creek, LP which is not invested with any responsibility with regard to the Restrictive Covenants. If there were to be a compulsory Counterclaim to the lawsuit brought by the Movants herein.

Pursuant to Rule 24 of the South Carolina Rules of Civil Procedure, the moving parties have an interest in the property and transaction and the Defendant is so situated that a disposition of this case would impair and impede their ability to protect their

interest. Furthermore, as previously indicated, if this was a valid claim it should be a compulsory Counterclaim.

The Movants hereby request that they be allowed to intervene in this action and further that this action be transferred to Judge Simmons in accordance with the other Orders providing oversight of all Ferguson and Mill Creek subdivision lawsuits.

Respectfully submitted.



---

Rodney M. Brown S.C. Bar #000953  
Attorney for John D. Hatcher, Rachel Shaluly, James  
F. Gilbert, Molly A. Miller and Michael Stehney  
as individuals and members of the Architectural  
Committee of Mill Creek Estates  
210 S. Main Street  
Fountain Inn, South Carolina 29644  
(864) 862-2528

December 22, 2014.

## Ferguson versus Mill Creek, LP

## P R O C E E D I N G S

1  
2 THE COURT: Tell me what we got. You have no  
3 lawyer; is that correct?

4 MR. FERGUSON: Yes, Your Honor.

5 THE COURT: Just so you know -- what is this  
6 motion for today?

7 MR. BROWN: Motion to intervene, Your Honor.

8 THE COURT: Your motion?

9 MR. BROWN: Yes, sir.

10 THE COURT: He's going to make a motion to  
11 intervene. The one thing I tell everybody that doesn't  
12 have a lawyer, I can not give you any legal advise but  
13 I'll bend over backward to try to help you. What I need  
14 you to do is stand up when you're speaking so she can hear  
15 you. It helps to see your mouth and it also helps me and  
16 then we'll go from there.

17 MR. BROWN: May it please the Court, Your  
18 Honor. This case is entitled Ronald Ferguson versus Mill  
19 Creek, LP. I'd like to give Your Honor some background as  
20 to how we got here today and why we made a motion to  
21 intervene.

22 I represent four or five individuals,  
23 individually, and as members of the Architectural  
24 Committee of a subdivision known as Mill Creek and all the  
25 allegations in this and a number of all other lawsuits

## Ferguson versus Mill Creek, LP

1 revolve around restrictive covenants and the building of  
2 houses in a subdivision called Mill Creek.

3           We filed the original case versus  
4 Mr. Ferguson, the plaintiff in this case, his father.  
5 Again, for further background, he built a house in Mill  
6 Creek and it violated the restrictive covenants for a  
7 number of reasons. We brought a lawsuit against him.

8           During the pendency of that lawsuit, the  
9 plaintiff in this case was deeded part of that real estate  
10 and now is part of that lawsuit that is pending, us, the  
11 Architectural Committee, individual, the movements in this  
12 case, against all three of them with regard to the house.

13           Mill Creek, LP was the defendant in this case  
14 exists. The only reason that corporation was ever brought  
15 into existence to begin with was because it developed the  
16 subdivision of Mill Creek back in the 60s I believe it  
17 was.

18           It has no function and has no dog in the  
19 fight. The only reason I brought a motion to intervene is  
20 because we could care less what happens to Mill Creek, LP  
21 because it has nothing to do with where we stand today.  
22 But as I said the plaintiff is trying an end run because  
23 part of the relief he seeks in his complaint, Your Honor,  
24 is to vacate the restrictive covenants that are the  
25 subject matter of the lawsuits.

## Ferguson versus Mill Creek, LP

1           If that was done, even I don't think it would  
2 be legal, but if that was done against Mill Creek, LP, it  
3 would cause a great burden on the court system and on the  
4 RMC office trying to figure out what in the world happened  
5 if these restrictive covenants were vacated.

6           Of course, as Your Honor knows restrictive  
7 covenants are governed and can only be vacated, changed,  
8 or altered in accordance with the terms and conditions in  
9 the restrictive covenant.

10           Mill Creek, LP, again with regard to  
11 background, never established the restrictive covenants,  
12 so Mill Creek, LP really has nothing to do with why we're  
13 here today. We're moving to intervene because there was a  
14 default judgment granted against them without damages  
15 being granted against the LP which we could care less  
16 about and I don't represent.

17           But, again, Paragraph 29 asks for injunctive  
18 relief vacating the deed restrictions in their entirety.  
19 We move to intervene, Your Honor, according to Rule 24.  
20 We believe we have intervention as a matter of right or  
21 certainly permissive intervention that applies to an  
22 applicant whose claims interest in property relating to  
23 the transaction or the subject matter of the action which  
24 clearly we do in this case.

25           They're architectural committee so we clearly

## Ferguson versus Mill Creek, LP

1 have an interest in this case and this could turn into  
2 conflicting results if it is not done appropriately.

3 THE COURT: So if you're not in it, there  
4 could be restrictive covenant change or altered and then  
5 you would end up having to bring a ---

6 MR. BROWN: The real estate records would be  
7 a matter of confusion. So we're bringing this action and  
8 our intention once we become party to this case would  
9 bring an action because what we believe they're seeking is  
10 a compulsory counterclaim and it was, in fact, alleged in  
11 the lawsuit that we brought that the restrictive covenant  
12 needs to be vacated for whatever reason. It is a  
13 compulsory counterclaim and it was brought in our action.

14 So they had that action pending in the other  
15 action in that relief, but again, it's against the more  
16 proper individuals and not against the LP. And,  
17 furthermore, we believe we're entitled to have this action  
18 dismissed pursuant to Rule 12(b)8 because there would be  
19 two actions pending regarding the same relief sought. The  
20 first one, of course, would be our lawsuit and 12(b)8  
21 would require the dismissal of this lawsuit.

22 So we just move to intervene into this  
23 lawsuit. We're not a party to this action. Again, the  
24 judge who granted the default judgment would never have  
25 granted the default judgment if she knew what Your Honor

## Ferguson versus Mill Creek, LP

1 I'll be happy to hear from you but I don't  
2 he's necessarily trying to help you but the result would  
3 be you would have the correct parties in to do whatever it  
4 is you want to do. Now, again, y'all know more about this  
5 case, but am I misstating that, but until you're in,  
6 they're relief can't be granted.

7 MR. BROWN: The relief they're seeking  
8 against the defendants that's presently in the case  
9 doesn't even exist, doesn't even participate. I can hand  
10 up the restrictive covenants. The LP is not even  
11 mentioned in there any way, shape, or form.

12 THE COURT: That's kind of legal error  
13 lawyers make which is why there's a motion for  
14 intervention. Anything you want to tell me?

15 MR. FERGUSON: First of all, there has been a  
16 default judgment entered. It was December 16th by Judge  
17 Verdin. Due to that, this Court no longer has  
18 jurisdiction to entertain a motion for intervention under  
19 Rule 24. It would be a Rule 59 or a Rule 60. I have  
20 several court cases as well as multiple federal circuit  
21 court cases that found once the default judgment Form 4  
22 was entered, Rule 24 no longer applies.

23 THE COURT: Let me ask you this, y'all are  
24 talking about two separate lawsuits, aren't you?

25 MR. BROWN: No, we're talking about same

## Ferguson versus Mill Creek, LP

1 lawsuit, Your Honor. Judge Verdin granted the plaintiff's  
2 relief, that's what I said, granted the default judgment  
3 without granting any relief by granting the default  
4 judgment in the LP case.

5 THE COURT: So the default has been done but  
6 not the damages?

7 MR. BROWN: Yes. We don't care what damages  
8 they get. We just want to make sure the Court doesn't do  
9 something they don't have jurisdiction to do which is  
10 vacating the restrictions.

11 THE COURT: Okay. Go ahead.

12 MR. FERGUSON: Second on the list, the  
13 original deal restriction by Mill Creek, LP there's a  
14 question of whether they were lawful when they were filed  
15 to start with. The parties who originally filed them are  
16 within the State of South Carolina. They are operating a  
17 corporation within South Carolina and the Secretary of  
18 State was authorized to accept service.

19 In addition to the Secretary of State  
20 accepting service, Judge Stilwell had us publish it.  
21 During the time that was being published, several members  
22 of the Mill Creek, LP were attending court for different  
23 reasons right here in this courthouse.

24 THE COURT: Who is your judgment against?

25 MR. FERGUSON: Mill Creek, LP.

## Ferguson versus Mill Creek, LP

1 THE COURT: And you're saying that Mill  
2 Creek, LP does not exist?

3 MR. BROWN: It does exist. There is a  
4 corporation that exists. They just never filed the  
5 dissolution, Your Honor.

6 THE COURT: Let's say he wanted to bring a  
7 lawsuit to change the restrictions, who does he have to  
8 sue?

9 MR. BROWN: I'm not sure he can sue anybody.

10 THE COURT: I understand the law ---

11 MR. BROWN: The deed restrictions govern, of  
12 course, how the deed restrictions are to be changed,  
13 altered or amended.

14 THE COURT: But what party would he have to  
15 sue?

16 MR. BROWN: All of the homeowners. He would  
17 have to have a majority vote to change the restrictive  
18 covenant and the restrictive covenant weren't even signed  
19 or filed by the LP to begin with so they never had an  
20 interest in this. And I have the restrictive covenants if  
21 you want to see them.

22 THE COURT: No, that's okay. Go ahead.

23 MR. FERGUSON: They were filed by the general  
24 partner Casper Folgum on behalf of Mill Creek, LP.

25 THE COURT: But you understand what he's

## Ferguson versus Mill Creek, LP

1 I think he's right about that. How many  
2 people live out there?

3 MR. BROWN: I believe there's 38 lots.

4 THE COURT: Are they all built on?

5 MR. FERGUSON: No. And then we have another  
6 issue where they're not recognized as a valid  
7 Architectural Committee, they're not a homeowners  
8 association, and no one really really knows whose actually  
9 a member of the board by Mr. Brown's own words the  
10 covenants and restrictions do not require that. But I do  
11 have two dozen homeowners that would be more than happy to  
12 come in here and dispute Mr. Brown's assertions that we  
13 have any valid restrictions.

14 THE COURT: Well, as much as I hate to tell  
15 you that I think you're going to have to do that. I think  
16 you got to name them as parties only because they have an  
17 interest in this matter. It would be that, in effect, I'm  
18 exaggerating a little bit but if I wanted to change the  
19 homeowners restrictions in my neighborhood, if I sued the  
20 LP, because the LP can't change yours and it can't change  
21 mine, I can get a judgment and against them and they can  
22 say fine, I'm not doing anything because we can't.

23 It sounds overly technical but I think the  
24 right way to have done it would have been to have sued --  
25 I think you got the right thing, you got a joinder, but I

## Ferguson versus Mill Creek, LP

1 cases over. So that's another one of the motions. I'm  
2 going to make once we get into the case, assuming we get  
3 into the case.

4 THE COURT: Well, I think you're entitled to  
5 be in the case and I think, quite frankly, it helps them.  
6 But after 14 years of doing this job, the two kind of  
7 cases I've seen that cause the most hard feelings were  
8 estates and wills and deed restrictions. Because you're  
9 dealing with people's homes and I understand that.

10 I'm going to grant your motion. I think I  
11 need to do that and that will give them a chance to get it  
12 in front of somebody and then I'll let you make your  
13 motion. I don't think I have jurisdiction to do anything  
14 else.

15 MR. BROWN: Unless they would consent, Your  
16 Honor, to having it sent over.

17 THE COURT: Do y'all want this case with them  
18 in it sent to Judge Simmons? Like I said, I can't give  
19 you legal advise. I don't know if you know Judge Simmons.  
20 I have a lot of respect for him and my fear is you're  
21 going to get judge like me popping in for two days that  
22 don't know anything about it and just ruling on the law  
23 which is what I've just done.

24 It's probably the kind of case I would like  
25 to send to Judge Simmons but I'm not going to do that.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE )

IN THE COURT OF COMMON PLEAS

Ronald J Ferguson )  
Plaintiff(s), )

Civil Action No. 2013CP2305102

vs. )

Mill Creek, LP )  
Defendant(s). )

AFFIDAVIT OF RONALD J. FERGUSON

FILED-CLERK OF COURT  
GREENVILLE CO. S.C.  
PAUL B. WICKENSINGER  
2014 DEC 16 AM 10:51

**I, Ronald J. Ferguson, being duly sworn, state as follows:**

- 1) I am an adult over 18 years old, and I am competent to testify in this matter.
- 2) Mill Creek, LP is a Limited Partnership organized under the laws of the State of South Carolina on June 27<sup>th</sup>, 1974, and doing business in South Carolina under the name of Mill Creek. (See *Certificate of Existence, Office of Secretary of State*).
- 3) This entity was responsible for the purchase, subdividing, platting and development of Mill Creek Estates, recorded in Plat Book 5D at Pages 53 & 54 in the RMC Office for Greenville County.
- 4) I obtained a property interest at 103 Mill Creek Road, Piedmont, South Carolina, 29673 (also known as Lot 13 Mill Creek Estates) on September 13, 2013. (See *Deed*)
- 5) Subsequently, multiple persons appeared claiming to have been appointed by members of Mill Creek, LP, to operate the architectural review committee and demanded access onto the property and inside the residence to determine compliance

with the "Residential Protective Covenants Mill Creek" filed in the RMC Office for Greenville County at Volume 1002, Pages 75-78, on June 28, 1974, and threatened to pursue legal action if they were not allowed inside the residence for their inspection. (See "Covenants", USDC Civil Action # 6:14CV03820-GRA-KFM, GCSO Arrest Report – John Hatcher)

- 6) Upon further investigation I determined that none of the persons listed in the "covenants" were residents of Mill Creek Estates nor were any lots owned by Mill Creek, LP. It was also determined that no updated persons, covenants or documents related to a person or persons acting on behalf of Mill Creek, LP, had been filed with the RMC Office of Greenville County of the South Carolina Secretary of State. (See *Mill Creek Property Owner's list*)
- 7) I have spoken to multiple neighbors who have also stated they had no knowledge of any "architectural committee" as well as some who have received a letter claiming they were in violation and to contact different persons regarding a resolution. (See *Letters from alleged committee members to Mark Schaefer and John Lukas; Responses to community from Mark Schaefer as well as direct to alleged committee*)
- 8) Secretary of State accepted service on behalf of Mill Creek, LP, September 26, 2013, pursuant to Section 33-31-1707: All domestic nonprofit corporations which were in existence on May 10, 1994 and did not have a Registered Agent on file with the Secretary of State's Office, had until January 2, 1996 to file notice of a Registered Agent with the Secretary of State's Office. Those which did not file were considered to have

- appointed the Secretary of State as the Registered Agent. *(See Affidavit of Service)*
- 9) Secretary of State mailed, via certified mail, return receipt requested, "a copy of the Summons, Amended Complaint, and Certificate of Service" to the last known address of Mill Creek, LP, on September 27, 2013. This was returned marked "RETURN TO SENDER – ATTEMPTED NOT KNOWN – UNABLE TO FORWARD". *(See Affidavit of Service)*
- 10) I provided an Affidavit of Service to the Clerk's Office on Oct 23, 2013. *(See Affidavit of Service)*
- 11) The Honorable Judge Robin Stihlwell directed Ferguson to pursue service by publication in the County of Greenville during a hearing on June 13, 2014.
- 12) The Greenville News published the legal notice for service by publication on Wednesday, July 9, 2014; Wednesday, July 16, 2014, and Wednesday, July 23, 2014. Then forwarding Ferguson the appropriate Affidavit of Publication August 6, 2014. *(See Affidavit of Publication)*
- 13) Kasper Fulghum, signed as General Partner, on the 31<sup>st</sup> day of May, 1974, the Residential Protective Covenants Mill Creek. *(See Residential Protective Covenants Mill Creek)*
- 14) Mill Creek, LP, registered as a Limited Partnership under the laws of the State of South Carolina on June 27<sup>th</sup>, 1974. *(See Certificate of Existence)*
- 15) The Residential Protective Covenants Mill Creek were then filed June 28<sup>th</sup>, 1974, in the RMC Office of Greenville. *(See Residential Protective Covenants Mill Creek)*

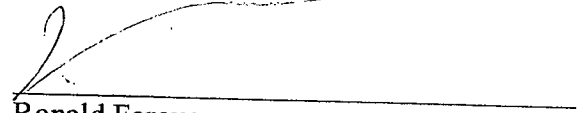
- 16) The "covenants" "are to run with the land" and "shall be automatically extended" unless modified or abandoned by a majority of the lot owners.
- 17) The "covenants" call for a committee to be known as the "Subdivision and Architectural Control Committee" and consist of members: "Kasper Fulghum, Kasper Fulghum, Junior, Robert Rosenthal, Solon Rosenthal, I.W. Moore and J. Kent Garrison".
- 18) The "covenants" state "In the event of death or resignation of any member of said committee, the remaining members shall have full authority to approve or disprove..or to designate a representative with like authority."
- 19) There is no language within the "covenants" to reserve or allow amendments or alterations to the same by the developers.
- 20) Kasper Fulghum sold his personal residence at Lot 2 Mill Creek Estates on September 30, 1985.
- 21) Kasper Fulghum, Junior, sold his personal residence at Lots 29 & 30 on December 22, 1983.
- 22) Solon Rosenthal sold his personal residence at Lot 27 on November 22, 1985 to Robert Rosenthal.
- 23) Robert Rosenthal sold his personal residence at Lot 27 on June 13, 1986.
- 24) Ira W. Moore sold his personal residence at Lot 34 on October 26, 1984.
- 25) J. Kent Garrison sold his personal residence at Lot 23 on August 13, 1985.
- 26) Mill Creek, LP, sold the last lot in their ownership, Lot 30, on July 20, 1999.
- 27) Neither Mill Creek, LP, nor any members thereof own property in Mill Creek

Estates.

28) John Hatcher claims to be a committee member and has been arrested for repeatedly trespassing on my property. *(See GCSO Report)*

29) John Hatcher has been investigated by GCSO for discharging a firearm and threatening Mark Schaefer. *(See GCSO Report)*

I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct. Executed on December 16, 2014.

  
\_\_\_\_\_  
Ronald Ferguson  
103 Mill Creek Road  
Piedmont, SC 29673  
864-509-0169

# *The State of South Carolina*



*Office of Secretary of State Mark Hammond*

## **Certificate of Existence, Limited Partnership**

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

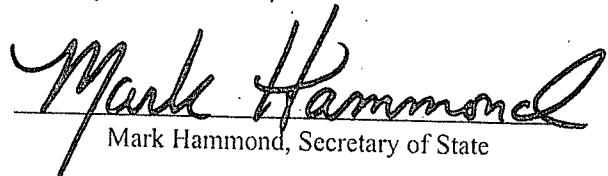
**MILL CREEK,**

a Limited Partnership organized under the laws of the State of South Carolina on June 27th, 1974, and doing business in South Carolina under the name of:

**MILL CREEK**

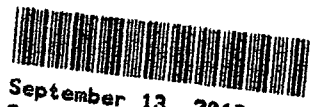
has, as of the 31st day of October, 2013, filed all reports due this office, paid all fees due, is in existence and authorized to do business in the State of South Carolina.

Given under my Hand and the Great Seal of the State of South Carolina this 31st day of October, 2013.

  
Mark Hammond, Secretary of State

Prepared By and Return to:  
Noon and Hammett, LLC  
110 East Stone Avenue  
Greenville, SC 29609

File No.: A6202MN



September 13, 2013 03:29:29 PM Book: DE 2431 DEED 5 PGS  
Rec: \$10.00 Cnty Tax: EXEMPT Cons: \$10.00 Page: 3018-3022  
State Tax: EXEMPT

FILED IN GREENVILLE COUNTY, SC

(Please do not write above this line - Reserved for Register of Deeds Office)

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

**TITLE TO REAL ESTATE**

KNOW ALL MEN BY THESE PRESENTS, that Ronald E. Ferguson and Susan M. Ferguson, Grantors, in the State aforesaid for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) to them paid by Ronald E. Ferguson, Susan M. Ferguson and Ronald J. Ferguson, the Grantees, receipt whereof is hereby acknowledged, have granted, bargained, sold and released; and by these presents, do grant, bargain, sell and release unto the said Ronald E. Ferguson, Susan M. Ferguson, and Ronald J. Ferguson, as joint tenants with the right of survivorship and not as tenants in common, their Heirs and Assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

ALL that certain piece, parcel or lot of land, lying and being situate in the State of South Carolina, County of Greenville, shown as Lot No. 13 on plat of Millcreek, recorded in Plat Book 4-X at Pages 87 and 88 and being further shown on a survey for Kimberly T. Spain by Chapman Surveying recorded in the RMC Office for Greenville County in Plat Book 46-V at Page 54 and being shown on a more recent survey for Douglas F. Kellett prepared by Gaines Land Surveying Co., dated February 23, 2009 and recorded in the RMC Office for Greenville County in Plat Book 1091 at Page 49. For a more complete and accurate description refer to the above referenced surveys.

BEING the same property conveyed to Ronald E. Ferguson and Susan M. Ferguson by deed from Douglas F. Kellett and Carol H. Kellett, recorded 2/28/2012, in Deed Book 2481, Page 4415, in the official records for Greenville County, South Carolina.

Tax Map #: 0594-03-01-013.00

Property Address: 103 Mill Creek Rd, Piedmont, SC 29673

Grantee(s) Address: 103 Mill Creek Rd, Piedmont, SC 29673

THIS CONVEYANCE IS MADE SUBJECT TO easements and restrictions of record and otherwise affecting the property.


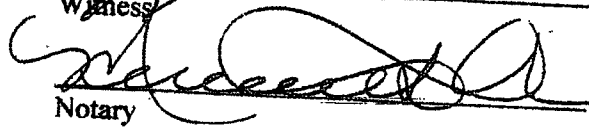
**TOGETHER** with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

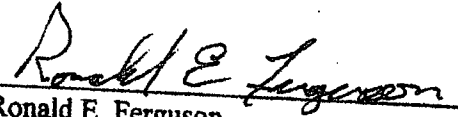
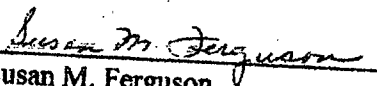
**TO HAVE AND TO HOLD** all and singular the premises before mentioned unto the said Ronald E. Ferguson, Susan M. Ferguson and Ronald J. Ferguson, as joint tenants with the right of survivorship and not as tenants in common, their Heirs and Assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the aforesaid described property.

AND we, the Grantors, do hereby bind ourselves and our heirs and assigns, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Ronald E. Ferguson, Susan M. Ferguson and Ronald J. Ferguson, their heirs and assigns, against us, the Grantors, and their heirs and assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS the execution hereof by Grantors this 13th day of September, 2013.

Signed, Sealed and Delivered  
in the Presence of

  
\_\_\_\_\_  
Witness  
  
\_\_\_\_\_  
Notary


  
\_\_\_\_\_  
Ronald E. Ferguson {SEAL}  
  
\_\_\_\_\_  
Susan M. Ferguson {SEAL}

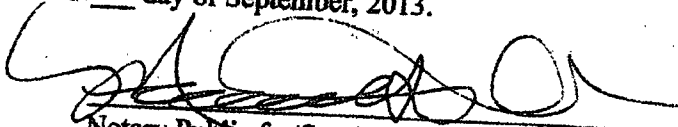
STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within Grantors sign, seal, and as act and deed, deliver the within Warranty Deed; that deponent with the other witness whose name is subscribed above, witnessed the execution thereof.

SWORN to before me this  
13 day of September, 2013.

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: 3/30/16

(SEAL)

File # A6202MN

**AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS**

STATE OF SOUTH CAROLINA )

COUNTY OF GREENVILLE )

PERSONALLY appeared before me the undersigned, who being duly sworn, depose and state:

1. We have read the information on the back of this affidavit and we understand such information.
2. The property being transferred is located at 103 Mill Creek Rd, Piedmont, SC 29673, bearing Greenville County Tax Map Number 0594-03-01-013.00, and was transferred by Ronald E. Ferguson and Susan M. Ferguson to Ronald E. Ferguson, Susan M. Ferguson and Ronald J. Ferguson on September 13, 2013.
3. Check one of the following: The deed is
  - (a) \_\_\_\_\_ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (b) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, 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) X \_\_\_\_\_ exempt from the deed recording fee because (See Information section of affidavit):  
#4 \_\_\_\_\_  
(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):
  - (a) \_\_\_\_\_ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ \_\_\_\_\_.
  - (b) \_\_\_\_\_ The fee is computed on the fair market value of the realty which is \$ \_\_\_\_\_.
  - (c) \_\_\_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ \_\_\_\_\_.
5. Check Yes \_\_\_\_\_ or No \_\_\_\_\_ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: \$ \_\_\_\_\_.
6. The deed recording fee is computed as follows:
  - (a) \_\_\_\_\_ Place the amount listed in item 4 above here: 0 \_\_\_\_\_
  - (b) \_\_\_\_\_ Place the amount listed in item 5 above here: \_\_\_\_\_  
(If no amount is listed, place zero here.)
  - (c) \_\_\_\_\_ Subtract Line 6(b) from Line 6(a) and place result here: 0 \_\_\_\_\_
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$ \_\_\_\_\_.
8. As required by Code Section 12-24-70, we state that we are responsible persons who were connected with the transaction as: Sellers.
9. We 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 no more than one year, or both.

x Ronald E. Ferguson  
Ronald E. Ferguson

\* Susan M. Ferguson  
Susan M. Ferguson

SUBSCRIBED and sworn to before me this 13th day of September, 2013.

[Signature] (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 3/30/16

## 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 12-6-40(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 or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee'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 12-6-40(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;
- (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;
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagee or deed pursuant to foreclosure proceedings;
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty;
- (15) transferring title to facilities for transmitting electricity that is transferred, sold or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16.U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD

2013078233 Book: DE 2431 Page: 3018-3022

September 13, 2013 03:29:29 PM

T. H. S. H.

35

JUN 28 2 15 PM '74

BONNIE S. TANKERSLEY  
R.M.C.

STATE OF SOUTH CAROLINA )  
                                  ) RESIDENTIAL PROTECTIVE COVENANTS  
                                  ) MILL CREEK  
COUNTY OF GREENVILLE )

The following building restrictions or protective covenants are hereby imposed on all of the lots, except lots numbered 4, 5 and 31, shown on a plat of MILL CREEK recorded in Plat Book 5 D at Pages 53 & 54 in the RMC Office for Greenville County.

These covenants are to run with the land and shall be binding on all persons claiming under them for a period of thirty-five years, at which time said covenants shall be automatically extended for successive periods of twenty years unless there is executed a written instrument duly recorded in which the majority of the lot owners do agree to modify, amend or abandon these restrictions.

ARTICLE I.

If any of the parties hereto, or any of them or their heirs or assigns shall violate any of the covenants herein contained, it shall be lawful for any person or persons owning any lot shown on the aforesaid plat to prosecute any proceeding at law or in equity under these covenants.

No numbered lot shall be used or occupied and no structure built within said subdivision except in conformance with the following:

A. No professional office, business, trade or commercial activity of any kind shall be conducted in any building on any numbered lot or upon any portion of any numbered lot.

B. No such lot shall be used except for the following and no building shall be erected, altered, placed or permitted to remain on any such lot other than the following:

1. One single family dwelling.
2. Accessory buildings including one private garage, private stable and servants' quarters. Garage apartments are specifically prohibited. Servants' quarters shall be occupied only by such persons and their family as are employed full time by the occupants only of the principal residence as household servants. Other non-commercial out-buildings such as a child's playhouse, greenhouse, hobby house and structures of like nature will be permitted.

10075

4328 RV-2

3. Temporary buildings for uses incidental to construction work, which buildings shall be removed upon completion of or abandonment of the construction work.
4. No house trailer shall be placed on any numbered lot either temporarily or permanently.
5. No commercial signs or bulletin boards shall be permitted on any lot except when used in connection with the sale of said lot or when used by contractors during the period of construction of a building upon a lot.
6. House pets and personal riding horses or ponies may be kept or maintained on the premises of any owner provided the owner obtains the consent and approval of the Mill Creek Subdivision and Architectural Control Committee. The owners of any pets, riding horses or other domestic animals permitted to be kept by permission of the Mill Creek Subdivision and Architectural Control Committee, shall be kept on the property of said owners in such a way as to be restrained from harassing or interfering with the use and enjoyment of property owners and other people in said subdivision.
7. No noxious or offensive activity shall be carried on, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.
8. No building shall be built that is not harmonious with the community concept.
9. All fuel tanks or containers shall be covered or buried underground consistent with normal safety precautions.

There shall be no more than one principal building and its accessory buildings on each lot and no more than one family shall occupy a dwelling at any one time.

No one-story, split-level, or story-and-a-half shall be constructed on any of the lots that contain less than 2100 square feet of floor space. In computing the square footage of any split-level residence or tri-level residence, credit shall be given for one-half the square footage of any basement which is finished and heated. The ground floor area of the main structure shall not be less than 1,500 square feet on the first floor in case of one and one-half, two or two and one-half story structures.

No buildings or structures shall be located on said lots nearer the front line than the set back line of 50 feet or nearer to the side or rear lot lines than the distance represented by 10% of the average width of such lot.

4328 R-3

All contractors and/or lot owners shall be responsible for all trash and rubbish during the period of construction and shall see to it that the area surrounding the house shall be maintained in a neat manner. No ditches or drainage swales shall be filled with rubbish that will prohibit proper flow of water.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

No trailer, basement, tent, shack, garage, barn or other out-building erected upon said lots shall at any time be used as a residence either temporarily or permanently, nor shall any structure of a temporary character nor any structure which is unfinished or uncompleted be used as a residence.

No concrete blocks, cinder blocks or any similar type building material shall be used in connection with the construction of any buildings erected upon said lots so that said materials are visible from the outside of said building.

#### ARTICLE II

Invalidation of any one of these covenants by Judge or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

#### ARTICLE III

No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building shall have been approved in writing as to conformity and harmony of external design and materials with existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevation by a committee composed of Kasper Fulghum, Kasper Fulghum, Jr., Robert Rosenthal, Solon Rosenthal, I.W. Moore and J. Kent Garrison or by a representative designated by said Committee. Said Committee shall be known as the Subdivision and Architectural Control Committee. In the event of the death or resignation of any member of said committee, the remaining members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said Committee, or its designated representative, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such buildings or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

The Committee may, by majority vote, grant a waiver of

1002 mg 78

the setback lines, side lines and lot lines, provided that in the opinion of the Committee such waiver should be granted because of the topography, the shape of any lot or for valid reason which would make it impossible or impractical to comply with the established requirements and such waiver would cause no substantial injury to any other lot owner. In no event may the Committee approve a violation of the front setback line of more than 25 feet or of a side lot line of more than 20 feet. In no event shall the Committee approve the recutting of or changing of the lot lines unless such change shall increase the size of an adjacent lot. Any waiver by the Committee as provided in this paragraph shall be done in writing in a manner that can be recorded.

ARTICLE IV.

It appears that the Developers may establish a lake on Lot Number 52 in the future for the purpose of a recreational facility for the community, but the Developers are in no way committing themselves to the development of said lake; but, in the event said lake is established the following restrictions shall apply.

1. Each resident shall be entitled to the full use of the lake.
2. No power boats will be allowed on said lake.
3. Fishing, row boats and swimming will be allowed in said lake.
4. No polluting of the lake in any form will be allowed.

WITNESS our hands and seals this 31<sup>st</sup> day of May 1974.

In the Presence of:

*San Ferguson*  
*Robert R. Vernon*

MILL CREEK

By: *Robert R. Vernon*  
 General Partner

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF GREENVILLE ) PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named partnership by its general partner sign, seal and deliver the foregoing Protective Covenants, and that (s)he with the other subscribing witness witnessed the execution thereof.

Sworn to before me this 31<sup>st</sup> day of May, 1974.

*San Ferguson* (LS)  
 Notary Public for South Carolina  
 My commission expires: 8-16-78

RECORDED JUN 28 '74 33371

4321 673

Ent: sluther 09/15/2013 23:25:11

EC5 09/11/2013-07:55:26

# GREENVILLE COUNTY SHERIFF'S OFFICE

## Incident Report

Agency I.D. SC0230000  
RTA

REC'D COPY **KU**  
90JC, 10/4/13

Case Number 13000140396  
Adult/Juv

EVENT	INCIDENT TYPE		OFFENSE COMPLETED	FORCED ENTRY	PREMISE TYPE	UNITS ENTERED	TYPE VICTIM																																											
	M097 - Trespassing After Notice		Y	N	20 - Residence/Home	0	<input checked="" type="checkbox"/> Individual <input type="checkbox"/> Business <input type="checkbox"/> Financial Inst. <input type="checkbox"/> Government <input type="checkbox"/> Religious Org. <input type="checkbox"/> Soc / Public <input type="checkbox"/> Other <input type="checkbox"/> Unknown <input type="checkbox"/> Police Officer																																											
	Incident Location (Subdivision, Mill Village, Apartment & Number, Street Name & Number)				Closest Intersection		Zip Code																																											
	103 Mill Creek Rd Piedmont SC				Hackmore Tr		29673																																											
VICTIM	Incident Date	Time	To	Date	Time	Weapon Type	Time Arrived	Time Completed	Patrol District																																									
	09/05/2013	15:00		09/05/2013	16:40		15:15	16:40	05																																									
	Complainant Name (Last, first, Middle)			Resident	Race	Sex	Age	Primary Phone	Business Phone	Mobile Phone																																								
	Ferguson, Ronald			J	W	M	68			(864)509-0169																																								
SUBJECT	Victim's Name (Last, first, Middle)		Victim Relationship To Subject		Resident	Ethnicity	Race	Sex	Age	Primary Phone	Business Phone	Mobile Phone																																						
	Ferguson, Ronald		NE RU		J	N	W	M	68			(864)509-0169																																						
	Address		City		State		Zip Code		Patrol District																																									
	103 Mill Creek Rd		Piedmont		SC		29673		05																																									
NARRATIVE	Visible Injury (Vict 1) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Explain:																																																	
	Complaint of any Non-Visible Injuries <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																																																	
	Victim (No.1) Using Alcohol <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unk Drugs <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unk Type:																																																	
	Two-Man Veh <input type="checkbox"/> One Man Veh <input type="checkbox"/> Detective/SPLASMT <input type="checkbox"/> Other <input type="checkbox"/> ALONE <input type="checkbox"/> ASSISTED <input type="checkbox"/> Jurisdiction: -																																																	
VEHICLE	<input checked="" type="checkbox"/> Suspect <input type="checkbox"/> Runaway <input type="checkbox"/> Wanted <input type="checkbox"/> Warrant <input type="checkbox"/> Arrest <input type="checkbox"/> Missing																																																	
	Subject's Name (Last, first, Middle): Hatcher, John Douglas Address: 108 Mill Creek Rd Facial Hair, Scars, Tattoos, Glasses, Clothing, Physical, Peculiarities, Etc.: BUILD: Medium / Average Subject (No.1) Using Alcohol <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unk Drugs <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unk Type:																																																	
	Arrestee Armed <input type="checkbox"/> Yes <input type="checkbox"/> No Weapon Type: _____ Juvenile Disposition <input type="checkbox"/> Handled Released <input type="checkbox"/> Referred To Other Authority <input checked="" type="checkbox"/> Arrested on Current Offense <input type="checkbox"/> Cleared By Arrest on Prior Offense <input checked="" type="checkbox"/> On View Arrest <input type="checkbox"/> Summoned <input type="checkbox"/> Custody																																																	
	Charge: Trespass After Notice Warrant Number: _____ Ticket Number: 66164FV																																																	
PROPERTY	Arrest Location: _____																																																	
	Gang Affiliation: NG - Not Gang Related																																																	
ADMIN	Jurisdiction of Theft: _____ Jurisdiction of Recovery: _____																																																	
	Towed <input type="checkbox"/> Stolen <input type="checkbox"/> Recovered <input type="checkbox"/> Suspect <input type="checkbox"/> Victim <input type="checkbox"/> Tag Only <input type="checkbox"/>																																																	
<table border="1"> <thead> <tr> <th>Status</th> <th>Property Type</th> <th>Quantity</th> <th>Property Make</th> <th>Color</th> <th>Description</th> <th>Serial # / OAN</th> <th>Value</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>											Status	Property Type	Quantity	Property Make	Color	Description	Serial # / OAN	Value																																
Status	Property Type	Quantity	Property Make	Color	Description	Serial # / OAN	Value																																											
Subject Identified <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Subject Located <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Active <input type="checkbox"/> Admin Closed <input type="checkbox"/> Unfounded <input checked="" type="checkbox"/> Arrested Under 18 <input type="checkbox"/> Ex-Cleared Under 18 <input type="checkbox"/> Arrested 18 and Over <input type="checkbox"/> Ex-Cleared 18 and Over																																																		
Reason For Exceptional Clearance <input type="checkbox"/> Offender Death <input type="checkbox"/> No Prosecution <input type="checkbox"/> Victim Declines Cooperation <input type="checkbox"/> Extradition Denied <input type="checkbox"/> Juvenile No Arrest																																																		
Reporting Officer(s): PETERSON, DAVA Date: 09/05/2013 Unit#/Star#: E45 / 01325 Approving Officer: Sgt. D. Silver Date: 09/10/2013 Unit#/Star#: E4 / 00591																																																		
Follow Up Investigation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Officer)																																																		

Original Report     Status Change     Additional Victims     Additional Stolen Property    Incident Type M097 - Trespassing After Notice

Supplemental Report     Other Report     Additional Defendants     Additional Recovered Property    Patrol District 05 Page 1 of 2 Pages

**I.D. OVERFLOW**

Complainant     Victim     Subject     Runaway     Wanted     Arrest     Missing     Jail     Other

Subjects Name (Last, first, middle) \_\_\_\_\_ Victim Relationship To Subject \_\_\_\_\_ Ethnicity \_\_\_\_\_ Resident \_\_\_\_\_ Race \_\_\_\_\_ Sex \_\_\_\_\_ Age \_\_\_\_\_ Date of Birth \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Patrol District \_\_\_\_\_ Day Phone \_\_\_\_\_ Evening Phone \_\_\_\_\_

Height \_\_\_\_\_ Weight \_\_\_\_\_ Hair \_\_\_\_\_ Eyes \_\_\_\_\_ Facial Hair, Scars, Tattoos, Glasses, Clothing, Physical, Peculiarities, Etc. \_\_\_\_\_

Victim No. \_\_\_\_\_ Visible Injury  Yes  No    Complaint of any Non-Visible Injuries  Yes  No    Victim Using Alcohol  No  Yes  Unk    Two-Man Veh  One Man Veh  ALONE  Detective  Other  ASSISTED

Explain: \_\_\_\_\_    Subject No. \_\_\_\_\_ Using Alcohol  No  Yes  Unk    Using Drugs  No  Yes  Unk    Type: \_\_\_\_\_     Arrested on Current Offense

Arrestee Armed  Yes  No    Weapon Type \_\_\_\_\_     On View Arrest     Summoned  Custody

Juvenile Disposition  Handled Released     Referred To Other Authority

Arrest Location \_\_\_\_\_

**NARRATIVE**

Overflow:  
-----  
Ferguson, Ronald:Victim 1 Complainant 1  
DOB: 11/13/1944  
-----  
Hatcher, John Douglas:Subject 1  
Subject Types: Suspect  
Mobile: \_\_\_\_\_  
CHARGE: Trespass After Notice TICKET #: 66164FV  
DL STATE/NUMBER: \_\_\_\_\_ DOB: 12/29/1938

Narrative:  
On 09/5/2013 I received a call in reference to a trespass case. On my arrival I made contact with the complainant, Ronald Ferguson, who advised me he had placed his neighbor on trespass notice several months ago. Ronald advised me that his neighbor, John Hatcher, who was the subject placed on trespass notice, came to his home today and knocked on his door with his lawyer.  
Ronald was able to provide me with the original case number, #13-103565, and I was able to verify through a search through Greenville County records, that John had been placed on trespass notice. Ronald was also able to show me a picture he took with his camera of John standing on his front porch with his lawyer.

I then made contact with Sgt Silver, E04, to advise him of the situation prior to placing John under arrest for trespass after notice.  
John was then placed under arrest and a statement was taken from Ronald. Ronald was also able to print off a copy of the picture he took on his camera. A P&E sheet was filled out for my securing the picture from Ronald's person. Ronald was supplied his copy of both the

**PROPERTY**

Status	Property Type	Quantity	Property Make	Color	Description	Serial # / OAN	Value

**ADMIN**

Subject Identified  Yes  No    Subject Located  Yes  No     Active     Admin Closed     Arrested Under 18     Ex-Cleared Under 18

Unfounded     Arrested 18 and Over     Ex-Cleared 18 and Over

Reason For Exceptional Clearance  Offender Death     No Prosecution     Victim Declines Cooperation     Extradition Denied     Juvenile No Arrest

Reporting Officer(s)	Date	Unit#/Star#	Approving Officer	Date	Unit#/Star#
PETERSON, DAVA	09/05/2013	E45 / 01325	Sgt. D. Silver	09/10/2013	E4 / 00591
Follow Up Investigation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (officer)			/		

10/4/13 (KW)

**GREENVILLE COUNTY SHERIFF'S OFFICE**  
**Supplemental Report**

EC5 09/11/2013-07:55:26

Ent: sluther 09/15/2013 23:25:11

Original Report   
  Status Change   
  Additional Victims   
  Additional Stolen Property   
 Incident Type M097 - Trespassing After Notice  
 Supplemental Report   
  Other Report   
  Additional Defendants   
  Additional Recovered Property   
 Patrol District 05 Page 2 of 2 Pages

Complainant   
  Victim   
  Subject   
  Runaway   
  Wanted   
  Arrest   
  Missing   
  Jail   
  Other

Subject's Name (Last, first, Middle) \_\_\_\_\_ Victim Relationship To Subject \_\_\_\_\_ Ethnicity \_\_\_\_\_ Resident \_\_\_\_\_ Race \_\_\_\_\_ Sex \_\_\_\_\_ Age \_\_\_\_\_ Date of Birth \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Patrol District \_\_\_\_\_ Day Phone \_\_\_\_\_ Evening Phone \_\_\_\_\_  
 Height \_\_\_\_\_ Weight \_\_\_\_\_ Hair \_\_\_\_\_ Eyes \_\_\_\_\_ Facial Hair, Scars, Tattoos, Glasses, Clothing, Physical, Peculiarities, Etc. \_\_\_\_\_  
 Victim No. \_\_\_\_\_ Visible Injury  Yes  No   
 Complaint of any Non-Visible Injuries  Yes  No   
 Victim Using Alcohol  No  Yes  Unk   
 Two-Man Veh  One Man Veh  ALONE   
 Explain: \_\_\_\_\_ Drugs  No  Yes Type: \_\_\_\_\_   
 Detective  Other  ASSISTED   
 Subject No. \_\_\_\_\_ Using Alcohol  No  Yes  Unk   
 Using Drugs  No  Yes  Unk Type: \_\_\_\_\_   
  Arrested on Current Offense  
 Cleared By Arrest on Prior Offense

Arrestee Armed  Yes  No   
 Weapon Type \_\_\_\_\_   
  On View Arrest   
 Summoned   
 Custody

Juvenile Disposition  Handled Released  Referred To Other Authority

Arrest Location

P&E sheet and the statement.

John was then transported to detention where he was issued a citation for trespass after notice. He was then placed into detention in good physical condition.

This case will be cleared by arrest.

NARRATIVE

Status	Property Type	Quantity	Property Make	Color	Description	Serial # / OAN	Value

Subject Identified   
  Subject Located   
 Active   
 Admin Closed   
 Arrested Under 18   
 Ex-Cleared Under 18  
 Yes  No   
 Yes  No   
 Unfounded   
 Arrested 18 and Over   
 Ex-Cleared 18 and Over

Reason For Exceptional Clearance  Offender Death  No Prosecution  Victim Declines Cooperation  Extradition Denied  Juvenile No Arrest

Reporting Officer(s)	Date	Unit#/Star#	Approving Officer	Date	Unit#/Star#
PETERSON, DAVA	09/05/2013	E45 / 01325	Sgt. D. Silver	09/10/2013	E4 / 00581
			Follow Up <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (officer)		

# Incident Detail

<b>Incident Number</b> LSO140203017716	<b>Address</b> 100 MILL CREEK RD	<b>Caller Name</b> JULIUS BRYANT	<b>Caller Phone</b> 8644206009
<b>Incident Type</b> 49B	<b>Incident Type Description</b> WEAPONS DISCHARGING	<b>Location</b> Not Entered	

<b>Create Time</b> Feb 3, 2014 7:15 PM	<b>Dispatch Time</b> Feb 3, 2014 7:26 PM	<b>Arrival Time</b> Feb 3, 2014 7:42	<b>Closed Time</b> Feb 3, 2014 8:57 PM
---	---	---	---

<b>Dispo Code</b> 03	<b>Disposition Text</b> HANDLED BY OFFICER
-------------------------	---

<b>Primary Officer</b> MCCURRY, WILLIAM	<b>Star Number</b> 1194	<b>Beat</b> S05B	<b>Agency</b> SO
--	----------------------------	---------------------	---------------------

**Other Officers Assisting:**

Officer	Star Number	Officer	Star Number
None		None	

GREENVILLE COUNTY  
CRIMINAL JUSTICE SUPPORT  
RECORDS DIVISION  
CERTIFIED COPY  
**FEB 14 2014**  
-----  
Current Date

**Comments:**

02/03/2014 19:17:16 Primary Event: MAIN Opened: 14/02/03 19:17

02/03/2014 19:17:16 Incident Initiated By: SO/TREBIL, LORI

02/03/2014 19:17:16 HOUSE// 10-24 CAN POSS 106 OR 108// 10-24 HEARD 1 10-49B ON BACK SIDE OF

02/03/2014 19:17:16 WHT FENCE SEE FLASHLIGHTS IN THE BACKYARD// LARGE 2-STORY BRICK W/

CRIMINAL JUSTICE SUPPORT  
RECORDS  
4 MOGEE STREET, SUITE # 19  
GREENVILLE, SC 29601

MillCreekLots

Lot 1:  
Jane Kramer  
William B Talbert, Jr  
630 Reedy Fork Rd  
Piedmont, SC 29673

Lot 2:  
Joseph R. Shaluly  
Rachel T. Shaluly  
1 Mill Creek Road  
Piedmont, SC 29673

Lot 3:  
Joseph R. Shaluly  
Rachel T. Shaluly  
1 Mill Creek Road  
Piedmont, SC 29673

Lot 4:  
Rachel Raina Shaluly  
1 Mill Creek Road  
Piedmont, SC 29673

Lot 5:  
Gene L Reece  
Joy M Reece  
204 Edmonston Ct  
Mauldin, SC 29662

Lot 6:  
Gene L Reece  
Joy M Reece  
204 Edmonston Ct  
Mauldin, SC 29662

Lot 7:  
Randall D. Miller  
Molly A. Miller  
6 Hackamore Trail  
Piedmont, SC 29673

Lot 8:  
Raymond Carl pepper  
Shirley R. Pepper  
3 Hackamore Trail  
Piedmont, SC 29673

Lot 9:  
Ann A Cooper  
Talmage C Cooper  
1 Bessie Road  
Piedmont, SC 29673

Lot 10:  
Molly A. Miller  
6 Hackamore Trail  
Piedmont, SC 29673

Lot 11:  
Mary Beth Lukas  
John W. Lukas

MillCreekLots

4 Hackamore Trail  
Piedmont, SC 29673

Lot 12:  
Kimberly T. Spain  
2 Hackamore Trail  
Piedmont, SC 29673

Lot 13:  
Ronald E. Ferguson  
Susan M Ferguson  
Ronald J. Ferguson  
103 Mill Creek Road  
Piedmont, SC 29673

Lot 14:  
Teresa Mary Kilgore  
105 Mill Creek Road  
Piedmont, SC 29673

Lot 15:  
James D. Anderson  
Julie M. Anderson  
107 Mill Creek Road  
Piedmont, SC 29673

Lot 16:  
Mary Lou D. Weatherill  
Jay E. Weatherill  
109 Mill Creek Road  
Piedmont, SC 29673

Lot 17:  
Thomas R. Hill  
Charla R. Hill  
111 Mill Creek Road  
Piedmont, SC 29673

Lot 18:  
James F. Gilbert  
Barbara L. Gilbert  
120 Mill Creek Road  
Piedmont, SC 29673

Lot 19:  
James F. Gilbert  
WM H Walker  
120 Mill Creek Road  
Piedmont, SC 29673

Lot 20:  
Patricia B Gilbert  
Donald L Gilbert  
116 Mill Creek Road  
Piedmont, SC 29673

Lot 21:  
Danaea Makemson  
1 Martingale Lane  
Piedmont, SC 29673

Lot 22:

MillCreekLots

Kenneth B. Williams  
116 Meadow Wood Drive  
Greenville, SC 29615

Lot 23:  
Marvin E. Carter, Junior  
Bonnie R. Carter  
4 Martingale Lane  
Piedmont, SC 29673

Lot 24:  
Carrol B. Liddie  
Ronald E. Liddie  
112 Mill Creek Road  
Piedmont, SC 29673

Lot 25:  
Julius M. Bryant  
Lisa D. Bryant  
110 Mill Creek Road  
Piedmont, SC 29673

Lot 26:  
John D. Hatcher  
108 Mill Creek Road  
Piedmont, SC 29673

Lot 27:  
Michael Jonathan Gary  
Cassandra Robin Gary  
106 Mill Creek Road  
Piedmont, SC 29673

Lot 28:  
Richard L. Gunter  
Alethea M. Gunter  
104 Mill Creek Road  
Piedmont, SC 29673

Lot 29:  
Michael C. Stehney, Junior  
100 Mill Creek Road  
Piedmont, SC 29673

Lot 30:  
Michael C. Stehney, Junior  
100 Mill Creek Road  
Piedmont, SC 29673

Lot 31:  
Mark W. Schaefer  
18 Mill Creek Road  
Piedmont, SC 29673

Lot 32:  
Michael C. Stehney, Junior  
100 Mill Creek Road  
Piedmont, SC 29673

Lot 33:  
Lauro C. Cadorniga  
Cristina Cadorniga

MILLCreeKLots

4 Mill Creek Road  
Piedmont, SC 29673

Lot 34:  
Lauro C. Cadorniga  
Cristina Cadorniga  
4 Mill Creek Road  
Piedmont, SC 29673

Lot 35:  
Lauro C. Cadorniga  
Cristina Cadorniga  
4 Mill Creek Road  
Piedmont, SC 29673

Lot 36:  
Lauro C. Cadorniga  
Cristina Cadorniga  
4 Mill Creek Road  
Piedmont, SC 29673

Lot 37:  
Lauro C. Cadorniga  
Cristina Cadorniga  
4 Mill Creek Road  
Piedmont, SC 29673

MILL CREEK ESTATES  
SUBDIVISION & ARCHITECTURAL CONTROL COMMITTEE  
120 MILL CREEK ROAD  
PIEDMONT, SC 29673  
EMAIL: millcreekac@charter.net

---

November 17, 2013


Mark Schaefer  
18 Mill Creek Road  
Piedmont, SC 29673

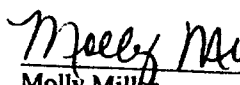
Dear Mr. Schaefer,

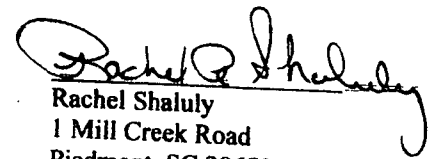
Article III of the Mill Creek Restrictive Covenants require that "no building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan shall have been approved in writing as to conformity and harmony of external design and materials with existing structures in the subdivision and as to location of the building with respect to topography and finished grade elevation by the committee known as the Subdivision and Architectural Control Committee".


In that regard, no plans for the boat storage structure that you built on your lot have been submitted to the Mill Creek Architectural Committee for review and consideration prior to construction and as such the current structure is in violation of the Mill Creek Restrictive Covenants. If you wish to have a structure for boat storage, please submit building plans and site location compliant with the Restrictive Covenants for review by the committee. We will be glad to work with you any way that we can within the provisions of the Mill Creek Restrictive Covenants.

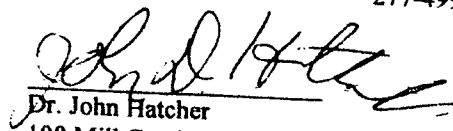
Enclosed is a copy of the Mill Creek Restrictive Covenants. If you have any questions, please contact anyone on the committee.

  
James F. Gilbert  
120 Mill Creek Road  
Piedmont, SC 29673  
277-5580

  
Molly Miller  
6 Hackamore Trail  
Piedmont, SC 29673  
299-1715

  
Rachel Shaluly  
1 Mill Creek Road  
Piedmont, SC 29673  
277-4998

  
Michael Stehney  
100 Mill Creek Road  
Piedmont, SC 29673  
299-0278

  
Dr. John Hatcher  
108 Mill Creek Road  
Piedmont, SC 29673  
277-8125

**MILL CREEK ESTATES  
SUBDIVISION & ARCHITECTURAL CONTROL COMMITTEE  
MAILING ADDRESS: 120 MILL CREEK ROAD  
PIEDMONT, SC 29673  
EMAIL: millcreekac@charter.net**

---

November 17, 2013

John Lukas  
4 Hackamore Trail  
Piedmont, SC 29673

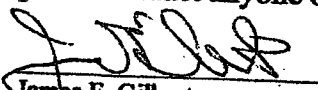
Dear Mr. Lukas,

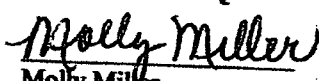
In March 2002, the previous owner of 4 Hackamore Trail (Vaughn Brown) submitted to the Mill Creek Architectural Committee plans for the placement of a utility storage building on his lot. The committee at that time (Bob Rosenthal, Keith Williams, Jim Rushton, Doug Kellet, Larry Cadorniga and Jim Gilbert) reviewed and approved the plans with the provision that the exterior of the building would be painted to match the siding on the residence.


Article III of the Mill Creek Restrictive Covenants require that "no building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan shall have been approved in writing as to conformity and harmony of external design and materials with existing structures in the subdivision and as to location of the building with respect to topography and finished grade elevation by the committee known as the Subdivision and Architectural Control Committee".

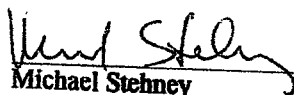
In that regard, no plans for the lean-to structure that you built and attached to the utility storage building have been submitted to the Mill Creek Architectural Committee for review and consideration prior to construction and as such is in violation of the Mill Creek Restrictive Covenants. We ask that you remove the existing lean-to structure. If you wish to build a structure for vehicle storage, please submit building plans and site location compliant with the Restrictive Covenants for review by the committee. We will be glad to work with you any way that we can within the provisions of the Mill Creek Restrictive Covenants.

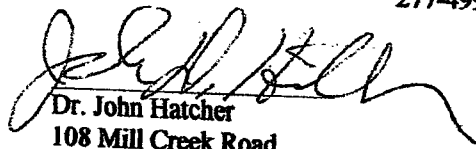
Enclosed is a copy of the Mill Creek Restrictive Covenants. If you have any questions, please contact anyone on the committee.

  
James F. Gilbert  
120 Mill Creek Road  
Piedmont, SC 29673  
277-5580

  
Molly Miller  
6 Hackamore Trail  
Piedmont, SC 29673  
299-1715

  
Rachel Shaluly  
1 Mill Creek Road  
Piedmont, SC 29673  
277-4998

  
Michael Stehney  
100 Mill Creek Road  
Piedmont, SC 29673  
299-0278

  
Dr. John Hatcher  
108 Mill Creek Road  
Piedmont, SC 29673  
277-8125

Mark Schaefer  
18 Mill Creek Road  
Piedmont, SC 29673

November 21, 2013

RE: Correspondence from alleged members of Mill Creek Estates Subdivision & Architectural Control Committee dated November 17, 2013.

Ladies and Gentlemen,

Do you have some type of identity crisis? Are you not the same group of people who claimed to be the Mill Creek Architectural Committee in a letter to certain residents & lot owners of Mill Creek dated October 7, 2013?

I am in receipt of your correspondence wherein you claim to have some say or authority over my decision to install a "boat storage structure" on my property at PIN / Tax Map #0594030103100, otherwise known as Lot 31, Mill Creek Estates.

Let me reflect, that even if you were some type of lawfully recognized entity as you claim, per Residential Protective Covenants Mill Creek, Volume 1002, Page 75, provides ("The following building restrictions or protective covenants are hereby imposed on all of the lots except lots numbered 4, 5 and 31, shown on a plat of Mill Creek recorded in Plat Book 5D at pages 53 & 54 in the RMC Office for Greenville County.)

Additionally, Volume 1002, Page 77, Article III ("...if no suit to enjoin the erection of such buildings or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.") There is more than ample evidence my "boat storage structure" was permitted and approved by Greenville County years ago.

If you are going to perpetuate fraud against a community you should at least educate yourself enough to not be so blatantly ignorant of the documents you espouse to enforce. Let me be clear, Lot 31 is wholly exempt from your Peyton's Place of Drama.

I would also establish, for the record, you are not permitted on my property and if caught trespassing, will be subject to criminal prosecution.

Mark Schaefer

October 09, 2013

Dear Mill Creek Residents and lot owners,

This letter is in response to the previous notice dated October 07, 2013 and is not meant to offend.

My name is Mark Schaefer, I live at 18 Mill Creek rd. and have been a resident for 10 years this coming January. When I closed on my house back in 2004 I read the restrictive covenants for Mill Creek estates, it didn't take long to realize that numerous violations had already occurred in the neighborhood. I'm not talking about violations that would necessarily be degrading, but violations just the same. I've never met any of the original architectural committee members as listed in Vol. 1002 page 77 article 3 and have since learned they no longer live here. So who's been in charge over the years? Nothing was changed on the original covenants. It appears we have a few individuals that appointed themselves and have been harassing homeowners throughout the neighborhood for years! Recently this self-appointed committee, upon discovering numerous residents were fed up, secretly rushed to the Register of Deeds to amend the covenants and have their names officially recorded as the architectural committee. They were unable to get the required signatures to make the changes so they included their vacant "overgrown" lots to make the majority. Many residents, me included, are being excluded from meetings and any involvement that concerns this subdivision. We have no voice in the nomination of committee members? Shouldn't that be voted on by actual residents, not vacant lots? Who do these individuals think they are to constantly ridicule, harass, and trespass on homeowner's property, taking pictures of things they don't like and suing to get their way! What kind of neighborhood is this? The majority of us just want to live a peaceful life! Do we all need to put up no trespassing signs? This madness needs to stop! Why can't we all pull together, nominate a legitimate committee and establish some up to date covenants everyone can live with?

Mr. Jim Gilbert, with all due respect, I appreciate your involvement in the rezoning issues, however I personally feel your involvement within our neighborhood is authoritative, unfair and "not" in the best interest of all residents of Mill Creek estates.

Sincerely,

  
Mark Schaefer

864-270-0627

STATE OF SOUTH CAROLINA  
FILED - CLERK OF COURT  
GREENVILLE COUNTY  
IN THE COURT OF COMMON PLEAS GREENVILLE COUNTY  
PAUL B. WICKENSIMER

Ronald J. Ferguson

2013 OCT 23 PM 1 56

Plaintiff(s)

vs.

AFFIDAVIT OF SERVICE  
2013-CP-23-05102

Mill Creek, LP

Defendant(s)

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Ronald J. Ferguson, being first duly sworn says that he has served the:

**SUMMONS & COMPLAINT, VERIFICATION**

In this action on the defendant(s):

Mill Creek, LP, Kasper Fulghum, Kasper Fulghum, Jr, Robert Rosenthal, I.W. Moore, J.K. Garrison

(X) by mailing such to the South Carolina Secretary of State, USPS Certified Mail #70090820000159608870, pursuant to South Carolina Code 33-42-220 and that to the best of my knowledge the defendant(s) are not a member of the Armed Forces pursuant to the Soldiers & Sailors relief act

That the Secretary of State found compliance with this process in accordance with State law where the company is in good standing and authorized to conduct business in the County of Greenville, South Carolina, and has not complied with state statute to update their information with the Secretary of State and accepted Service on September, 26, 2013.

That the Secretary of State mailed the Summons, Complaint and Verification to the last known address of the party on file with them via USPS, Certified Mail 7013109000020193851, Return Receipt Requested on September 27, 2013.

That such mailing was subsequently returned to the Secretary of State, unopened, as 'RETURN TO SENDER ATTEMPTED - NOT KNOWN UNABLE TO FORWARD'.

That the Affiant has received such from the Secretary of State on October 23, 2013.

That Affiant has verified through records the address on file with the Secretary of State for service is not owned by the Defendant(s) and no one there is aware of such person(s).

That upon information and belief none of the Defendant(s) or parties who created and/or maintain the Defendant(s) Mill Creek, LP, are residents of the State of South Carolina.

*[Handwritten Signature]*

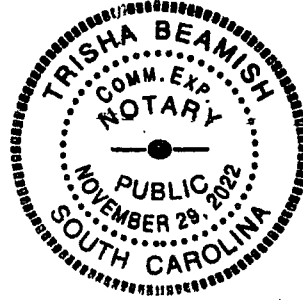
Ronald J. Ferguson

Sworn to Before me this

23rd day of October, 2013.

*Trisha Beamish*  
Notary Public for South Carolina

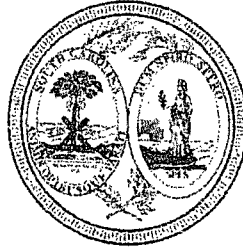
My Commission Expires *November 29, 2022*



State of South Carolina  
Office of the Secretary of State  
The Honorable Mark Hammond

1205 PENDLETON STREET, SUITE 525  
COLUMBIA, SC 29201

803-734-2170  
www.sos.sc.gov



September 27, 2013

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Mill Creek, LP  
818 Pine Creek Drive  
Greenville, SC 29605

RE: Mill Creek, LP, 2013-CP-23-05102

Dear Madam/Sir:

In accordance with South Carolina Code of Laws, we are enclosing herewith a copy of the Summons, Amended Complaint, and Certificate of Service in the above-entitled case. Service was accepted on September 26, 2013 and a copy has been duly filed in our office as of this date. The fee of \$10.00 has been paid.

Yours very truly,

Mark Hammond  
Secretary of State

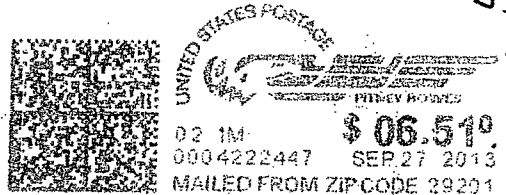
MH/mam  
Enclosures

cc: Ronald J. Ferguson  
103 Mill Creek Road  
Piedmont, SC 29673

State of South Carolina  
OFFICE OF  
MARK HAMMOND  
Secretary of State  
1205 Pendleton Street, Suite 525  
COLUMBIA, SC 29201



7013 1090 0002 0193 8051



02 1M \$06.51  
0004222447 SEP 27 2013  
MAILED FROM ZIP CODE 29201

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Mill Creek, LP  
818 Pine Creek Drive  
Greenville, SC 29605

AVK 12

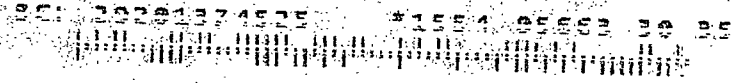
JAA

~~LO/0562~~  
~~[Signature]~~

NI 212 296 75 0000 0018/16/13

RETURN TO SENDER  
ATTEMPTED - NOT KNOWN  
UNABLE TO FORWARD

29605340918





Post Office Box 1688 \* Greenville, SC 29602  
Phone: 864.298.4100



305 South Main Street \* Greenville, SC 29601  
Toll Free: 1.800.800.5116

**Ad Text:**

4858134NOTICEANDSUMMONSAND FILINGOF  
SUM-MONS ANDCOMPLAINTin the Court of  
CommonPleasCase 2013-CP-23-5102State of South  
CarolinaCounty of GreenvilleRonald J. Ferguson,Plaintiff  
v.Mill Creek, LP, De-fendant.TO THE DEFENDANT  
MillCreek LP: YOU AREHEREBY SUMMONEDand  
required to answerthe Complaint in theabove-action, a  
copy ofwhich is herewithserved upon you, andto serve a  
copy of yourAnswer upon the un-dersigned at his  
resi-dence, 103 Mill CreekRoad, Piedmont,  
SouthCarolina 29673, withinthirty (30) days afterservice  
upon you, ex-clusive of the day ofsuch service, and, ifyou  
fail to answer thecomplain within thetime  
aforesaid,judgment by defaultwill be renderedagainst you  
for reliefdemanded in the com-plaint. NOTICE IS  
HERE-BY GIVEN that the origi-nal Complaint in  
thisaction was filed in theoffice of the Clerk ofCourt for  
GreenvilleCounty on September20, 2013.By: Ronald J.  
Ferguson

**RECEIVED**

JAN 26 2016

**SC Court of Appeals**

CERTIFICATION

I certify that this Record on Appeal contains all material proposed to be included by the parties who participated in briefing and not any other material.

January 29, 2016



Ronald J. Ferguson  
103 Mill Creek Rd  
Piedmont, SC 29673  
(864) 509-0169