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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM ANDERSON COUNTY
Court of Common Pleas

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SC Court of Appeals

R. Lawton McIntosh, Circuit Court Judge

C/A No. 2017-CP-04-2632
Appellate Case No. 2018-002028

EUGENE L. GRIFFIN, JR. and BETH KING GRIFFIN.....Appellants,

v.

ARDEN CHASE HOMEOWNERS' ASSOCIATION, INC......Respondent.

RECORD ON APPEAL – VOL. II

Daniel L. Draisen, Esquire
SC Bar No. 13536
Krause, Moorhead & Draisen, P.A.
207 E. Calhoun Street
Anderson, South Carolina 29621
(864) 225-4000
Attorneys for Appellants

James W. Logan, Jr., Esquire
SC Bar No. 3080
Stacey T. Coffee, Esquire
SC Bar No. 6525
P.O. Box 259
Anderson, South Carolina 29622
(864) 226-1910
Attorneys for Respondents

Ernest C. Trammell, SC Bar No. 5619
Trammell & Mills Law Firm, LLC
P.O. Box 1656
Anderson, SC 29622

J. Franklin McClain, SC Bar No. 3735
401 South Main Street
Anderson, SC 29624

Attorneys for Respondent

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State of South Carolina
County of Anderson

In the Court of Common Pleas

Eugene L. Griffin, Jr. and Beth King Griffin, Plaintiffs,	)	2017-CP-04-2632
-vs-	)	May 11, 2018
Arden Chase Homeowners Association, Inc., Defendant.	)	Transcript of Record

B E F O R E:

The Honorable R. Lawton McIntosh, Judge

A P P E A R A N C E S:

Daniel L. Draisen, Esquire
Attorney for Plaintiffs

J. Franklin McClain, Esquire
Attorney for Defendant

Reported by:
Diane L. Marcengill, RPR, CRR, CRC
Circuit Court Reporter

(WHEREUPON, court convened with all parties present and the following proceedings were had commencing at 2:38 p.m.)

THE COURT: All right. This is Griffin versus Arden Chase; is that correct?

MR. McCLAIN: Yes.

THE COURT: I have this listed as a motion for summary judgment; is that correct?

MR. McCLAIN: Yes, sir, on both sides.

THE COURT: On both sides, cross-motions?

MR. DRAISEN: Yes, sir.

THE COURT: Who filed first?

MR. DRAISEN: I did, Your Honor.

THE COURT: All right. Be glad to let you go first.

MR. DRAISEN: May it please the Court?

THE COURT: Yes, sir.

MR. DRAISEN: Judge, this is the third time we've been to court on this garage. You had the unfortunate duty of handling the second case filed by Arden Chase.

THE COURT: I felt like it had to be resolved by Judge Sprouse. In fact, I talked to him. He said, "That's not the intent of my order," so I was just wrong.

MR. DRAISEN: Your Honor, that's fine. That was

fine. And what happened was is we did do that, and Judge Sprouse didn't change anything about granting summary judgment, but he basically said for clarification of the parties, he said, "Look, the plan that was before me was a square garage. This is the plan that got submitted. And he said, "The only way that I could see that you could make it so the doors on the front didn't cross the road was to turn the whole garage." Okay?

So when he clarified that, I went and sat down with my clients and said, "Hey, look, the judge says you're going to have to tear up your foundation and turn the garage." My clients said, "Well, let's talk to an architect. Maybe there's something else we can do because we're putting a motorhome in it."

So they came up with the idea that all they needed to do was bump this wall out a certain number of feet and angle the wall like this, and then the door would not be facing the same direction. It would angle the wall.

It wasn't but a slight difference in the angle that you had to move it, so it didn't actually -- where that intersected, where the square garage intersected Arden Drive was in the island in the very front of the subdivision. So to get that to turn this much, not a

very big angle.

So Jack Jones got involved with it and said, "Hey, we can do that easy. That's no problem. We don't have to tear up the foundation that we already put down. That's a great solution."

He said, "Hey, theoretically speaking, it's going to be good because you will have a little turn in the wall. It's not going to change." All the rest of the construction was exactly the same. All the same materials, same height, same everything. Same foundation.

So after judge ruled, I sent a letter on October the --

THE COURT: Let me ask you this right quick. Judge Sprouse's order, do you agree -- do you agree that that's the final order in this case?

MR. DRAISEN: Yes. Judge Sprouse's original order was final in the case. Judge Sprouse's dicta in response to a motion to alter or amend filed in the second case, which wasn't proper because, frankly -- and I argued that to the Court -- it should have been argued in reconsideration in the first case. All right? That's why you granted summary judgment.

THE COURT: My question: Is the order final?

MR. DRAISEN: The order is final. Final, final.

THE COURT: Do you agree with that?

MR. McCLAIN: Yes, sir.

THE COURT: Okay.

MR. DRAISEN: Final. And --,

THE COURT: Does the way you configured the current addition comply in all respects to Judge Sprouse's order?

MR. DRAISEN: Yes, specifically because the only thing he didn't approve in his original order is he said that the walls containing the garage door, if you draw a straight line from each corner, that it cannot intersect any portion of Arden Chase Road.

And he said for any future plans that are submitted for any other building in the world that anybody wants to build in the neighborhood, this is how you determine if that's met.

So he got -- in the original order that's final, he said this is how everybody from now on can determine if they're going to breach or be in compliance with this.

So if you now take the corners of the wall as shifted, and this is in our -- we filed some affidavits with the Court.

THE COURT: I don't have them.

MR. DRAISEN: We filed affidavits, and one of them

is a surveyor. And, Judge, what we did -- I can hand this up to you real quick, make it easy for you.

May I approach?

THE COURT: Sure.

Do you have those, Mr. McClain?

MR. DRAISEN: He does.

MR. McCLAIN: Yeah. I assume that's --

MR. DRAISEN: It's the one attached to my --

MR. McCLAIN: Yes.

THE COURT: This is ELS Solution, LLC.

MR. DRAISEN: Yes, sir. T. Lloyd Sylva, surveyor. He went out. And this is what you call a site survey, Judge. They made us actually do an entire site survey that showed every structure on the property because they told us that my drawing, my original drawing that I submitted, wasn't good enough where I took the original floor plan and just showed the change. So we had to do an entire site survey.

So now the surveyor has gone out, and he's done an actual line showing the position of the road specifically. It's all surveyed to scale. And showing a site line that he drew from each corner showing that it only intersects Concord Road and does not touch any portion of Arden Chase. That's the physical, paved road. Doesn't cross it at all.

THE COURT: Say that again, what you just said. The corners run into Concord but not Arden Chase?

MR. DRAISEN: That's right. See the red lines?

THE COURT: Right.

MR. DRAISEN: The red lines is the site view from the corners of the garage drawn straight.

THE COURT: And that is the subject building?

MR. DRAISEN: Excuse me?

THE COURT: That is the building that's the subject of this action?

MR. DRAISEN: Yes, sir. This is as built where it sits right now on its present location completed where it faces.

THE COURT: All right.

MR. DRAISEN: Now, just so you know, the space between the property line where my client is and the curbing of the road, there is grassed area that is part -- it's just part of the easement for -- you see what I'm talking about, on the left-hand side?

THE COURT: Are you talking about the building setback line, or are you talking about on the Lot 22, or where are you looking?

MR. DRAISEN: Yes. It's got an S60 04 01 east.

THE COURT: Yeah.

MR. DRAISEN: That's basically where the property

line is on that -- on the lot there. And between there and the actual physical road itself, there is a grass area. And if you go to the front, you've got a wall basically with shrubbery all on the wall, then it goes out to a little grassed area, then you hit Concord Road.

Concord Road doesn't physically take its full easement. Say they got a 50-foot rating or a 100-foot rating, they may take 40 feet of it, so you've got extra space on each side of it. Typical.

It's real simple. Our position is, essentially, the garage is the same height, same everything. It's 50 feet larger because of the turn in terms of square footage. 50 feet more square feet. That's where that is, to make the turn.

Everything else about this garage is exactly what it was when this original plan was submitted and approved, by both the ACC initially, which they dispute about this whole big dispute. You have been through that before.

But this is the plan with that only change from the plan Judge Sprouse had to this new plan, is that turn in the wall and the addition of that 50 feet. All the materials are the same, height is the same, everything else is the same.

So we submitted this to them, Judge. And I did it rather informally because I thought we had already been to court twice, so here is a little floor drawing showing you what we're going to change. And I got bombarded with, "That doesn't meet the covenants. That's not good enough."

So we had a full site survey done. We did new drawings, new architectural drawings showing the change. We did a full landscape plan for them. We did every single kind of plan you could imagine that they asked for and spent a ton of money through the course of this, all the while building the garage, because our position was the Court didn't grant their injunction, we felt like there was no basis.

And, frankly, Judge, Judge Sprouse said in his last hearing, he said, "You're going to have to submit this back to the architectural committee because you're making a change in the square footage." But he cautioned the other side and said, "That doesn't mean y'all can act irrationally here. I'm not giving you free rein to act irrationally. And if you don't act fairly, it could be actionable," was his words.

And we feel like, Judge, that's exactly what we're dealing with, because we did this, submitted everything, and when everything was all done -- and by

the way, they could come and see it on the ground during the whole process. This is at the front of subdivision, so telling me you don't know where we're locating the building or you need a site plan when it's right there when you drive in the subdivision is kind of crazy. Because it was being built right there at the front. So we feel like there was absolutely perfect notice. They knew what was going on. We built this thing because we continued to fight.

And the reason we're here, Judge, is pretty simple. I got a letter from the new president of the homeowners association that basically said: Unless you build the garage square like you presented to Judge Sprouse initially, we're never going to approve anything else. It's got to be that original square building. The whole building has got to be turned or nothing. And, by the way, since you didn't, if you don't move it down and tear it, we're going to abate it.

THE COURT: They said they were going to do what?

MR. DRAISEN: Abate it. Tear it down.

THE COURT: Do you have a copy of Judge Sprouse's order or orders?

MR. DRAISEN: Sure. Actually, I think they may be attached to my...

MR. McCLAIN: Complaint.

MR. DRAISEN: Yeah, to the complaint.

THE COURT: Do you have them?

MR. McCLAIN: I have a copy.

MR. DRAISEN: Are you asking about the original?

THE COURT: This is dated February 27th and 28th at a bench trial. One second.

All right. Go ahead.

MR. DRAISEN: So I think the crux of where we came from was page 15 of this order, the very last part, paragraph C, right before "and it is so ordered." This is where Judge Sprouse is making his findings and conclusions of law.

And what he does in C is he says, "How is open to the roadway in front of the residence defined?" And he says, "Open to the roadway shall be defined as meaning a straight line drawn from at least one of the two front corners of the proposed structure that intersects Arden Chase Street prior to intersecting a neighboring lot line, Concord Road, or the outer boundary."

So sort of the reverse. He's saying if its hits Arden Chase before it hits anything else, you can't do it. That means it's facing the building. So we made sure that none of our lines hit Arden Chase before they hit Concord Road.

And he says in the next paragraph, which is important, "This ruling is for the express purpose of providing interpretation of the restrictions in disputes as to guide future board members of the ACC when they evaluate future projects submitted to them for approval. Nothing in this order shall be construed exempting future projects from meeting other restrictions or standards set forth in the restrictive covenants."

Because we were required to resubmit plans, they wanted us to treat that as a new submission. We feel like that paragraph is absolutely applicable, which means this is the rule for how you determine whether or not it faces the roadway or does it face the roadway. And we believe we followed this absolute instruction to the T.

THE COURT: So I take it you filed new plans, which were rejected?

MR. DRAISEN: Yes, sir. We filed -- you don't have any of that stuff? Do you want to look at the exhibit list?

THE COURT: Just hand up everything you want. I have it in my queue.

MR. DRAISEN: I'm sure you do. But this will just give you a little chronology.

Originally, Judge, to be frank --

THE COURT: Didn't Judge Sprouse's orders expressly say that you have got to go through the filing process?

MR. DRAISEN: He did. And we did.

THE COURT: Is that just a formality, in other words, regardless of what they rule, as long as you apply, it doesn't matter, or that -- if I understand what happened, you had this dispute. Judge Sprouse issues an order. He says there's nothing here to be construed that you don't have to apply to the ACC. Well, prove it. Y'all did. It was denied, and you're saying, well, too dang bad.

Is that right?

MR. DRAISEN: Yeah. Kind of.

Actually, it was more this. It was more than that. It was: We already applied before, and it was approved initially. We had to come to court because individuals in the neighborhood -- not the ACC at the time -- individuals said, "We don't want it anyway. Even if the ACC says you can have it, we don't want it."

THE COURT: But that's beside the point.

MR. DRAISEN: It's ancient history. But when we came back to Judge Sprouse in the second case for

motion for clarification of the first order, which is procedurally wrong, what judge said in his clarification was: You have altered the plan that was submitted initially by moving the wall. Because you did that, that plan isn't really before the Court. It hasn't been. So you have got to send it back to the ACC.

So we then, on that exact day, I wrote a letter to Ernie and Frankie and said, "Here is our new submittal. Here is the original plan. All we're changing is we're going to bump this wall out, and everything else is the same. Here it is. This is what we want to do.

They wrote back and said, "Well, that's not a formal submission. You have got to do this, that, and the other." So we started submitting all this other stuff.

As I said to Judge Sprouse, if we have to go back through the architectural committee -- they had already elected a new architectural committee at that point and a new board. The architectural committee was made up of one of the plaintiffs that sued us originally, Mr. Brians, Dr. Brians, who testified against the garage originally, and a third member that was opposed.

So the new ACC that was in place by the time we went through all these other hearings were all opposed

to the garage initially. We knew we had no chance. They were never going to approve the garage. So that's why we said, basically, "We submitted to you, you did exactly what we thought you were going to do, which was say no, because nothing we submit is going to be acceptable. You just want to ignore the fact that the Court says we can have the garage because you don't want the garage."

THE COURT: Did your clients try to sue the board and/or the board members saying that they were in contravention of Judge Sprouse's order by denying your application?

MR. DRAISEN: We did. That's why we filed this third action. We were trying not to do that, but then when they sent a letter to us saying --

THE COURT: And that's what this action is today?

MR. DRAISEN: This action that we filed today is basically saying their denial is frivolous, without merit, that they had no basis to deny this, that we meet the covenants and restrictions, that there's no basis to deny the application. We submitted everything they needed, and everything meets everything that needs to be submitted.

THE COURT: Well, it sounds to me like both parties are not in compliance potentially because you

admitted just now your client certainly is not in compliance.

MR. DRAISEN: My client is not in compliance with what?

THE COURT: Judge Sprouse says you have got to make a submission to the ACC, that you did, they rejected it, and you went on with what you're doing regardless.

MR. DRAISEN: We did make the submission, but we then argued that it was denied arbitrarily.

THE COURT: Well, then -- okay. All right.

MR. DRAISEN: That's what this action is about.

THE COURT: I tell you, people have this idea that you're going to get that torn down. You can and will get it torn down if it's not done right. I'm telling you.

Anything further?

MR. DRAISEN: We just ask, Judge, that you be sure to look at --

THE COURT: I'm not going to grant summary judgement on your causes of action based on the fact, if I understand your argument, that they didn't comply with Judge Sprouse's order in that it's specious or frivolous, or what's the other term we use in administrative hearings? You know what I'm saying.

MR. DRAISEN: Yes.

THE COURT: But the fact that you yourselves hadn't complied in that, whether or not they are, is a question of fact.

MR. DRAISEN: Well, maybe, except for the fact that you got those exhibits which lays out the entire series of what happened. That's -- what I'm saying, Judge --

THE COURT: In fairness, I'll look at them.

MR. DRAISEN: If you will look at that, you will see that there's like A through J submissions to the architectural committee.

THE COURT: Well, the reason I'm asking, I keep asking you this and you acknowledge, I think --

MR. DRAISEN: All I'm --

THE COURT: Hang on.

You were required to resubmit your plans because you deviated from the original submissions, which you acknowledge that that was done, and that was refused.

MR. DRAISEN: Yes.

THE COURT: Then you went on anyway, saying it's frivolous and we feel like we're in compliance. That's what you admitted you did, yes or no?

MR. DRAISEN: With one clarification. In the midst of all that, a second lawsuit was filed to enjoin

us. You heard that and denied their summary judgment, which stopped their injunction, at which point we said, "Hey, the judge said we can go back" --

THE COURT: When this was before me before, I denied hearing it. I felt like Judge Sprouse needed to hear it because it was a modification of his order. He didn't feel that way, but anyway.

MR. DRAISEN: I understand. So we were not under an injunction at that point after you ruled. We couldn't build while the second suit was pending. We stopped.

THE COURT: Well, you did so at your own risk.

MR. DRAISEN: We did it at our risk. We understand we did it at our risk. And I accept that. I didn't, in all fairness -- let me say it for the record. I did not make the decision to build that building forward. My client and their contractor decided that they felt they could go forward. I did not advise that. So just for the record --

THE COURT: I'm certainly not trying to put you on the hook or anything.

MR. DRAISEN: I know, Judge. But I want to be clear. At that point I had been to court twice. You know, they felt like things had gone their way where they can have the garage, so they made the decision, in

all fairness.

But I will say to you, Judge, that when Judge Sprouse clarified his order, he said, "Look, there is a change to your plan. You need to submit it again," that same day I submitted a letter --

THE COURT: I got all that.

MR. DRAISEN: Yeah, yeah. So you're right, though, that when they said no, my folks said, "We're going to keep building." They did say that.

THE COURT: Thank you.

MR. DRAISEN: Yes, sir.

THE COURT: All right, Mr. McClain.

MR. McCLAIN: Yes. Your Honor, I don't know that Mr. Draisen got exactly the time frame I'm talking about, but right after Judge Sprouse moved in March -- February --

THE COURT: Which one, Sprouse 1 or Sprouse 2?

MR. McCLAIN: Judge Sprouse's order of February. That is where he enjoined them from building the building. That was the gist of that. There was nothing done for a while, and then things got moving again, and a letter was written by the architectural committee about what was going on. They said we're going on with the building, and we're going to turn the front of it. And that's when the architectural

committee said, "Give us the plan." And that's when the architectural committee was ignored. That's when the suit was filed to enjoin them again. It was pending before you in September, and you ruled summary judgment without prejudice to either party to have the order clarified.

It's always been our position that the whole building had to be turned square to Concord Road. We didn't think they could, or I don't think they thought they could build the building in that fashion, so they were good. They continued to, during this litigation, proceed with the construction, regardless of the court ruling. And immediately after, Judge Sprouse ruled that he didn't mean to turn the whole building, but they had to go back to the architectural committee because it was a different building.

And that amazed me, they had the plans to do that they submitted that, although they submitted that on October 13th. We asked for it back in June. And kind of like --

THE COURT: So let me ask you this --

MR. McCLAIN: -- you're not taking advantage of them, like they did something.

The architectural committee reviewed the plans and sent them back to them. They never submitted a site

plan.

I don't want to go back and forth, but they never submitted a site plan until after the architectural committee denied it under the covenants. Once they deny it, they can ask for review or reconsideration by the architectural committee. They never asked for that. So that ruling is fine.

A letter was sent to the homeowners association president, who notified they agreed with the architectural committee they were in violation of covenants and in violation of a judge's order.

THE COURT: Didn't you agree with me that Judge Sprouse's order was final as well?

MR. McCLAIN: Yes, sir.

THE COURT: And I'll hear you about the review of the architectural committee's review, but do you also not agree that, regardless of whether they approve or disapprove the second application that's submitted, that if they violate the terms of his order, then they are subjecting themselves to liability since that's a final order?

MR. McCLAIN: Yes, sir.

THE COURT: Okay. So I guess the question is, to me, in some sense -- I know his order said you have got to do your submissions; nothing says you don't have to,

but at the end of the day, does this structure comply or does it not comply with the order that Judge Sprouse issued?

MR. McCLAIN: It complies with the order that Judge Sprouse issued. Mr. Draisen and the contractor put more into it than he said. He said to turn the building. That's was Judge --

THE COURT: He said turn the building?

MR. McCLAIN: Change the building. Got to go back. Once you get back, you're back in the covenants. They had the discretion to approve or deny.

THE COURT: Is that the second order? Is that the second Sprouse order?

MR. McCLAIN: Yes, second Sprouse order.

THE COURT: May I see that one?

MR. McCLAIN: And it just says --

THE COURT: All right, sir.

MR. McCLAIN: Judge, I think our position is it hadn't been approved, and it wasn't approved, and they didn't appeal that back to them; therefore, that's the final ruling and, therefore, it should be abated.

In addition to that, even if our position is that's it, even if we go by the interpretation Mr. Draisen has put on it, it has to hit Concord Road first, straight line, before it hits anything else.

THE COURT: I think that's kind of clear from the old order.

MR. McCLAIN: To --

THE COURT: That's what it has to do.

MR. McCLAIN: I think that's kind of clear what it has to do, but I have put yellow on his exhibit. I have highlighted, if the Court would, their site plan and the straight line. And the yellow area I have colored in is the Arden Chase Road right of way.

Straight line clearly goes through that yellow area, which is part of Arden Chase Road right of way. I can see right now it has grass over it and some trees, but it's part of the right of way. If you have a large front, that's going to be beyond.

They have drawn, even under their very limited interpretation of Judge Sprouse's order, they're still in violation, the building.

To make it more clear, I have a plat of their lot. And if you can see, their lot without the straight line, you can see how Arden Chase goes. And the first time that line leaves the lot, it hits Arden Chase right of way.

THE COURT: Hang on. Let me look at this.

On this second plat that you gave me, what did you tell me again?

MR. McCLAIN: That just sort of clarifies. It's kind of hard to see on their site plan where it's got the straight lines, but it shows you how wide the Arden Chase right of way is there. And the straight line goes through part of it.

Judge Sprouse's order says it had to be a straight line unless it intersected a neighboring lot, which it does not, Concord Road.

THE COURT: Let me ask you this, Mr. McClain. After Judge Sprouse's first order, you said that has to have a wall on the garage or one of the corner walls, either one or both of them, have to go to Concord and not intersect with the outer or Arden Chase Lane prior to getting to Concord Road, something along those lines, right?

MR. McCLAIN: Judge Sprouse's first order.

THE COURT: Then the second one, he said they've got to turn --

MR. McCLAIN: He clarified and said the building has to be turned toward Concord Road.

THE COURT: Then subsequent to that second order, then defendants turned one wall.

MR. McCLAIN: Actually, they had done that before.

THE COURT: They had already turned one wall, but even so, they turned one wall and then submitted those

to the ACC, which denied it?

MR. McCLAIN: Denied it.

THE COURT: Okay.

MR. McCLAIN: That made it a six-sided garage.

THE COURT: How far were your clients into the construction of that building when they turned that wall and proceeded with construction?

MR. DRAISEN: I don't think they started that until after your summary judgment ruling. I don't think they started any framing after that.

THE COURT: You're not answering my question.

MR. DRAISEN: I don't know. I'm answering I don't know.

THE COURT: Sounds to me like they are their own worst problem.

MR. DRAISEN: If you look at this, Judge, you know, what Judge Sprouse said was --

THE COURT: Turn the building.

MR. DRAISEN: No, no.

THE COURT: Yeah, he does. I read it.

MR. DRAISEN: In his last order, he says: The defendant's modified plan, which slightly increases the square footage of the building and changes the configuration of the front of the building so that only one wall is turned, would constitute a new plan which

requires submission to the board. Modification, however slight, of the building as configured on a plan submitted to the Court at trial will be a different plan. The Court recognizes the effect of this ruling.

THE COURT: I've read that. Also I read, it says: The Court's intent in the previous order was that the structure as indicated on the submitted plans was allowed on the condition that the entire structure was turned to comply with restricted covenants.

The entire structure, not one wall.

MR. DRAISEN: Here is the problem.

THE COURT: Here is the problem. Your clients proceeded at their own due risk.

MR. DRAISEN: I know they did, but here is what I'm getting at. When the judge did his original order, he said in his original order, the plaintiffs or defendants, whatever we were in the first case, can comply by turning their building.

THE COURT: The entire building.

MR. DRAISEN: That's the way it was interpreted.

Originally, what we did was say, that's right. If we go with the original plan, then we have to turn the whole building, because that's what the judge said, and we don't have to come back to court at all.

I think Mr. McClain would acknowledge if we turned

the entire building and built it just as we submitted it and turned it, we wouldn't be here today.

THE COURT: Do you agree with that?

MR. McCLAIN: I think so. If they had turned it and kept it within the covenants, the setback lines, yes.

MR. DRAISEN: So that's how they proceeded, was thinking essentially --

THE COURT: How can you consider turning the entire structure with turning one wall of a structure as being one and the same thing? There's no way.

MR. DRAISEN: We didn't, because here is what happened.

THE COURT: Yeah, you did.

MR. DRAISEN: No, no. No, we didn't. How can it be the same thing? It's not the same thing.

THE COURT: That's what I'm saying.

MR. DRAISEN: I'm saying that's the way -- when we looked hat it, we said one of the things the judge said in his order, one thing he said was if you want to go with this original plan, you have to turn the whole building.

The second thing he said in his order: But, from here on out, the way we determine whether or not that wall issue facing the road is going to violate the

covenants is to draw a straight line from the two corners contained on the wall.

So we said, "Okay, Judge. If we turn the whole garage, we're going to have to tear up the foundation, turn the foundation, repour the foundation, it's going to make the angle harder for us to get in and out with our RV." But there's an option for us that if we angle the wall and leave the building where it sits, we can still meet the judge's criteria for how to determine whether we meet the covenants, because we met it in every other way.

The only way we didn't meet the covenants initially in their original order was that our door faced -- intersects the road.

THE COURT: I understand what you're saying. I think that you're mistaken, quite frankly, but I'm not ruling. I'm going to look through it, but I think I don't agree with you. Okay? I think that your clients were hasty when they proceeded --

MR. DRAISEN: And let me say this one thing, Judge --

THE COURT: Do not interrupt me again, Mr. Draisen. Do not.

MR. DRAISEN: I'm sorry.

THE COURT: You have done it about six times

today. I know you get fired up. I used to do it too. Stop.

Anything further, Mr. McClain?

MR. McCLAIN: Your Honor, I have nothing further.

THE COURT: All right. Guys, I'm going to give you a chance to finish up. I'm going to read through this, issue an order.

Does anybody object to me riding by there sometime and looking at it?

Does anybody object to it?

MR. McCLAIN: No.

THE COURT: Do you object to it?

MR. DRAISEN: No, sir. Actually, I would like to put the site --

THE COURT: I don't mean to fuss at you, Daniel. I used to do that all the time.

Anyway, if you want to say anything else other than what you've already said, I've got what you said, I think.

MR. DRAISEN: I need to make one point. When I wrote the letter October the 13th and submitted the initial research to the architectural committee, which is in that stack of exhibits you've got there, we made multiple additions to the submission every time we got more plans finalized. And every time we submitted

those through the ACC, we said, "Here is this more information. Here is this more information. Here is this more information." We considered that to be a continuing request for approval by the ACC.

Mr. McClain argues we submitted one thing on October 13th, and that was it, and it got denied. We say if you look at all the things we kept submitting along the way, every one of those was a new and additional information submission to the ACC, and they just stayed with their original denial. That's our view.

THE COURT: Anything you want to add to that?

MR. McCLAIN: Your Honor, not really. I disagree with him in that fashion. He was invited to come talk to the committee. They never asked for a review of our decision. And until the final was put in front of the homeowners association, it was a week after that that they submitted a site plan that had been asked for back in June.

THE COURT: Let me say this. I'm thinking out loud. I have to read through this order. It kind of drones on a little bit. I need to see exactly what I need to make a decision on, but it would appear to me that if the ultimate resolution of the location of that premises is in compliance with the order, then there

may be some issues as to the board, whether or not they're just being punitive towards these people.

If it's not, doesn't comply, it will be told that they will be required to tear it down and redo it. And I know that I'm not supposed to do that easily, and I wouldn't do that easily, but either somebody has got some liability from the board's standpoint, or they are going to have to tear the building down. For both sides, it's pretty drastic, to me.

Anything else? I'm going to go ahead and take it under advisement.

MR. McCLAIN: I have nothing further.

MR. DRAISEN: Other than that I hate this case, Judge. I'll be glad to have it over one way or another.

(WHEREUPON, proceedings concluded at 3:32 p.m.)

END OF REQUESTED TRANSCRIPT OF RECORD

Certificate of Reporter

I, Diane L. Marcengill, Official Court Reporter for the Tenth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate, and complete transcript of record of a portion of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Circuit Court for Anderson County, South Carolina, on the 11th day of May 2018.

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I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

February 9, 2019

Diane L. Marcengill

Diane L. Marcengill, RPR, CRR, CRC
Circuit Court Reporter

STATE OF SOUTH CAROLINA)
) IN THE COMMON PLEAS COURT
COUNTY OF ANDERSON)

Eugene L. Griffin, Jr. and Beth King Griffin,

Plaintiffs,

-vs-

Arden Chase Home Owners Association, Inc.,

Defendants.

TRANSCRIPT OF RECORD
2017-CP-04-2632

November 1, 2018
Anderson, South Carolina

B E F O R E:

HONORABLE R. LAWTON McINTOSH, JUDGE

A P P E A R A N C E S:

DANIEL L. DRAISEN, ESQUIRE
Attorney for the Plaintiffs

J. FRANKLIN McCLAIN, ESQUIRE
Attorney for the Defendant

Linda D. Moffitt
Circuit Court Reporter

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Motion -- page 3.

No sworn testimony; no exhibits entered into evidence.

THE COURT: All right. This is Griffin. This is before the court on a motion to reconsider.

There was previous -- there's been multiple hearings in this case, but previously there was an order issued by Judge Sprouse that said that the parties -- the plaintiff could build and construct an alleged -- not alleged -- but a detached garage if it met certain criteria.

The matter came before me because the garage was, in fact, built, but it did not meet the criteria as ordered by Judge Sprouse. His order was unappealed. And I'd previously found this involved the case and ordered that the garage be taken down. And that's where we are.

Mr. Draisen, you're asking that I reconsider that order, is that correct?

MR. DRAISEN: Yes, sir.

THE COURT: All right, sir. I'll be glad to hear from you.

MR. DRAISEN: Thank you. May it please the Court.

THE COURT: Yes, sir.

MR. DRAISEN: Judge, there are three parts if you'll allow me to go in order that I'd ask the Court to look at specifically.

One part of the order is that you -- there's a finding of -- written in there that it's a 6-sided building. We contend that it's a 4-sided building with additional

facets. In architecture there are things called facets and there are sides.

Facets, for example, if you looked at the front of my house, I have a porch. And if you come down the wall of my porch it turns out, it's L-shaped, and it comes out around my garage and goes back down.

The front of my house is generally considered a side, and it has four or five facets.

And so in this case, Your Honor, there's a part of your order that says it's a finding of a 6-sided garage. I don't think there's any evidence in the record from an architect or anybody else. The record's devoid if that's a fact issue of anything stating that this actually constitutes a 6-sided building.

And it may be irrelevant in the long run in this case, but just for purposes of making the record clear I did want to point out that that was something in the proposed order that was there and signed into the form order. And I think there is -- we'd like to say there's a question that's not been addressed by an expert as to whether or not the constructed garage has six sides or has four sides with multiple facets.

THE COURT: Okay, sir.

MR. DRAISEN: And I think there's nothing in the record that addresses it by any expert. So that's one

simple point.

The second issue, Judge, that we'd ask the Court to reconsider is that procedurally the case that's pending before the Court is a cause of action by the Griffins against the Arden Chase Home Owners Association Architectural Committee regarding their refusal, which we assert was an unreasonable refusal, to approve the revised garage plans. That's the cause of action that's here.

We filed summary judgment asking the Court to determine that, in fact, there's no question of fact in that regard.

I can assume based on the ruling the Court felt at least there's a question of fact as to whether or not the architectural committee acted properly or not. Let's just assume that's true.

THE COURT: Say that again, please.

MR. DRAISEN: Yeah. I'm going to assume based on the fact that the Court denied my motion for summary judgment saying we don't think there's a question of fact that this garage meets the covenants and it meets Judge Sprouse's order. That's what we allege in summary judgment.

Arden Chase filed a cross motion for summary judgment saying, basically, the garage wasn't approved by the A.C.C. and there is no question of fact about that and they built it anyway.

The Court's ruling was we agree with Arden Chase, I don't dispute that the A.C.C. didn't approve the garage and that it was built. So you granted summary judgment on that part. Our part of the case has not been adjudicated at all.

THE COURT: So you're saying that my order to demolish the garage is preliminary.

MR. DRAISEN: Exactly. I'm saying -- I'm saying that at this point --

THE COURT: Or premature.

MR. DRAISEN: Premature, exactly.

And I'm saying that until we -- if you're going to require, and the Court wants, us to try the case and the Court make a decision as to whether or not the architectural committee had any good faith basis to deny the plans that were resubmitted, that's a question of fact that apparently the Court's decided because you didn't grant my motion.

Well, then there's going to have to be live testimony from all of the people that submitted things, from the architectural committee members that received them apparently. And the Court's going to have to decide why did you deny these submissions, are those good reasons to deny these submissions, so on and so forth and then ultimately make a decision as to whether or not the

architectural committee acted in good faith, if you will, in denying these plans.

And I think, you know, it would certainly be premature to allow the garage to be demolished and torn down before our case is even adjudicated that's been pending.

We filed it. I mean, we filed it asking for the approval for the very reason that we knew that they weren't approving it.

I think there's two really brief points I'd like to make so the Court's aware.

Before I got involved in this case Mr. Griffin and his wife submitted a drawing and a landscape, hand-drawn landscape, plan.

When they submitted these original plans for this garage the architectural committee and the homeowners association hadn't met in six or seven years. They don't collect dues. They weren't active.

They submitted these to the last people that were actually appointed, which was Mr. Rowland and Mr. Crane and those guys.

These plans have handwritten signed approval on these plans. They were approved.

THE COURT: Were they submitted -- were those admitted in the prior hearing?

MR. DRAISEN: They were, and I just want to make --

bring your attention since you filed this chronology. So these were approved by the architectural committee initially.

The two homeowners, Mr. Dean and Mr. Price, brought a lawsuit as owners.

THE COURT: Dean and Price were the same people, weren't they?

MR. DRAISEN: No, no, no. There's two families.

THE COURT: Okay.

MR. DRAISEN: Mr. Price is here and Mr. Dean has since sold.

THE COURT: I know Dean Price. I went to school with him.

MR. DRAISEN: That's his first name. I'm sorry. Last name -- last name. And then the other ones are Smiths. I'm sorry. Two families. But they brought it independently of the home owners association as owners. They brought a lawsuit that said we understand the A.C.C. might have given approval, we don't think it's legitimate approval, but we think this garage shouldn't be built.

So you understand that was the first lawsuit in this case, was an action by two of the owners, not the association. And in that lawsuit, what it resolved in that lawsuit now resulted in Judge Sprouse's original order in this case. And what Judge Sprouse did is he said

everything is fine with this garage -- size, height, materials -- everything except the garage door can't face the road.

He gave us a definition of what face-the-road means, because it wasn't defined. We argued about that, about, you know, these -- this road is curvey when you go in. It's got a circle. How somebody who lives on the circle ever puts something on their -- their house garage doors face the road as it comes in the side.

So Judge Sprouse did something really smart, and I applaud his ruling. He gave us a definition for all future cases as to how to determine whether or not a garage door faces the road. And he said you take the wall containing the door and if you draw straight lines from the corner of that wall containing the door, no portion of those lines can intercept the road. That's what he said.

Okay. And what he also said was if you want to make this plan that you -- after he clarified it -- if you want to make this plan comply, because it's a square, you have to turn the whole building in order to do that, in order to change the direction of the door.

But he also said in his order for all future plans that are submitted if there's ever a question about whether or not the door faces the road, then fall back to my definition of how to determine whether or not the door faces the road,

which is draw that straight line from both walls, and you'll figure out whether or not for every other plan that's ever submitted in the future this is how you want to tell if it faces the road.

We took that information, and we took that to our architects and our builders and everything and said, you know what, we're trying to get an R.V. and motor home in a building, we have limited space to do it, how can we make what Judge Sprouse says we have to do work and make it so that we can still functionally use the building.

And the decision was made that, look, you can cause a facet to be built on one side and a small one on the other and turn the door facing the wall including the door facing and still be able to have good in and out flow for the R.V.

THE COURT: So let me ask you this, Mr. Draisen.

If I recall -- and I don't pretend that I have all of the facts down pat, but if there was an original plan that you say was approved that you held up in court today, which you say was submitted previously at the other hearing, and then subsequent to that the architect actually changed the approved plans to something that was not submitted to the architectural review committee -- and I think at -- it seems to me that it changed. They had a little kick in it or turn that may -- that was initially a rectangular structure but went from being rectangular to having some

type of turn into it so that they could get turned it away from the road but still get access to it, something along those lines --

MR. DRAISEN: That's correct.

THE COURT: Okay.

MR. DRAISEN: And, Judge, just to be clear --

THE COURT: And that was the order by Judge Sprouse.

MR. DRAISEN: Yes, sir. Let me be clear.

THE COURT: Hang on -- hang on. Go ahead.

MR. DRAISEN: Like I said, my arrogance -- it was my arrogance when we got that that probably has us here today, and that is that when I read Judge Sprouse's order I said, you know what, Judge Sprouse says in his order if we want these plans approved we have to turn the building. But when the builder and architect meet again, say, hey, Mr. Draisen, we can accomplish this by just doing this turn to the wall and it will make it more functional for Mr. and Mrs. Griffin to get theirs out -- and I read down in the order. He says for all future things that are submitted if you -- as long as you can draw a straight line from the corners of the wall containing the door, you're good.

I determined that to mean, hey, look, this thing's been ongoing, it's been through litigation, everybody knows what's going on here. If we turn that wall, my view was everybody should be fine with it because every other aspect

of that building is unchanged. The materials are not different. Nothing's different about it. The height's the same. Everything's the same. All we're doing is adding a 5-foot turn on one side and a 1-foot or so turn on the other. It does add 50 feet to it turning it that way.

But the point was, is that the H.O.A. didn't want the doors facing the road, and we can accomplish that by making a simple adjustment. My view was it was a simple adjustment.

Now, Judge Sprouse said when we had to go back on clarification after being before you, Judge Sprouse says, well, I didn't have that plan before me with the change.

And so technically what I was speaking of was the rectangular plan. And so if you want to make that turn, Mr. Draisen, y'all have got to go submit that back to the A.C.C. And I said, okay, Judge, if we have to do that, you understand they've had a new election and they've elected three people to the A.C.C. and every one of them was against this garage to start with and this is not going to go well.

And Judge Sprouse said in open court, and I would remind them, that an unreasonable refusal to approve these plans is actionable. In open court he said that when he gave us that ruling.

THE COURT: At that juncture the garage had been

constructed, right?

MR. DRAISEN: Not at that point. It was being constructed.

I remind you we had submitted -- at that point -- no. At that point they'd asked us what our intentions were. We had sent emails saying we'll build it either way, do you want us to build it this way or do you want us to build it this way.

And what we got was a response that said the plans you're talking about turning the wall, they don't meet Judge Sprouse's order because they think it still faces the road because they mean -- they meant the whole building, even though that's not what the order says. They want the whole building turned.

And the second one they said was the original plans you submitted don't meet the covenants. And we said that's no answer. You know, one -- one or the other has got to work here because the Court says we can have a garage, pick one.

So then when they wouldn't give us an answer that we felt was feasible, I said, look, they're just going to build the one they want then. And the one they wanted was the one the architect said would change the door location and be more feasible for their in and out.

So that's when they started that construction. That's

when they filed their second lawsuit. That's when you ruled it was res judicata summary judgment but gave room for clarification. We all stopped. We went to Judge Sprouse. We had his rule for clarification, and things were rocking along.

And at that point in time once you ruled that their case was dismissed on summary judgment, the second lawsuit, we felt like, hey, look, there's no -- there's no case pending now. And that's true. There was no case pending. So they went ahead and started at that point.

Now, we submitted -- we submitted after Judge -- the day of Judge Sprouse's clarification order we submitted drawings and a plan. Same thing. We submitted this. What did we get back? We got a letter back from them saying, well, first of all, we don't think that your drawing shows that it doesn't face the road.

Okay. Well, I had an architect do it. We had a land survey do it. It's on the record. It doesn't face the road. Draw the lines. It doesn't face the road.

And, oh, by the way, we need an updated landscaping plan that shows where -- how the driveway's going to be impacted or something like that and -- and then so we did that. We got -- we got an updated landscaping plan. And I sent it to the architect to redraw the plans to submit a full set of plans, the whole nine yards.

Second denial -- we submitted that. Second denial was, well, okay, we've got that. Now we need a full site plan.

Now, mind you, the pad is on the ground already. They're building sticks. People can see where it's going to be. It's been there for over a year at this point. The pad's been there. But they wanted a full architectural site plan showing where every building, every tree, everything was on the property. Okay. In addition to they want the drawings, the landscape drawings, the foundation plans and all of that.

Now, mind you, this is all that was ever required by the original architectural committee. And in all the years we know nobody's ever required and nobody in any of the prior lawsuits -- and there's two of them -- nobody ever raised that the submission by the Griffins was insufficient -- this.

In Judge Sprouse's case and in your second case there's no pleading by anybody on behalf of Arden Chase that says, well, you didn't comply with 5.05 and submit a site plan. Never was asked for it before. But now in this case they're telling you today that the reason that there's a legitimate reason for denial of this case is that we didn't follow 5.05 and submit a full site plan.

Well, I'll tell you. We did. On December the 6th we

sent them -- and on the 12th -- a complete and full site. We had to pay for it. We spent more money even though the building was already there and got a full and complete site plan showing that everything that they could see with their own eyes anywhere for the last year and submitted it and said, okay, now you should have everything you need and the buildings there, go take a look, let us know if there's any reason now based on Judge Sprouse's order or the covenants that this building doesn't comply.

And they just say, well, you built it and you didn't have approval. And we're sitting there going because you guys would never approve of this building, it obviously doesn't matter what we give you.

And that's where we are today. And we're sitting there saying no one in that subdivision in 20-something years -- and Jack Jones will come. He'd be here today to tell you this except he had hip-replacement surgery.

He developed the subdivision. He will tell you no one has ever required -- ever required -- the detail of plans that we've had to submit to them for approval of this garage.

And the whole argument has been, well, we're not going to be able to sell our houses. Four houses have sold since the garage has been built in the neighborhood. Four have sold since this litigation has been ongoing. Nobody's had

any problems selling it.

This garage is tucked away. It's landscaped so deeply around it that as that stuff matures you're hardly ever even going to see it.

And, frankly, if we had turned this building the way that Judge Sprouse had originally said we could do the building would have been parallel to the road and you would have seen a lot more of it than the position that it's in now.

All of that aside, if you accept the premise that in Judge Sprouse's original order that the only thing disapproved was the direction of the door -- and that's a fact based on his order -- and you look at where this garage is built and the direction of the door now, based on the specifics of Judge Sprouse's order, which was drawing a straight from the wall containing the door and our surveyor's affidavit and our builder's affidavit that says it does not intersect any part or portion of Arden Drive, this building now complies. There's no, absolutely no, question it complies. None.

So we're asking the Court to reconsider, or at least postpone until the completed adjudication of this case, the part of the order that says they can abate this hundred-plus-thousand-dollar garage that's been built -- the landscaping's been done and it's being used -- until we

can at least have our day in court and adjudicate the finite issues that I just explained to the Court with full evidence.

And lastly, Judge, we'd ask that you put this on an expedited docket, because my folks are sick of this. They want it over and they want it done, one way or the other. So we'd like to get this case tried and get it over with and have a final decision and be done -- up, down, whatever.

And, lastly, I would just say if you happen to wonder why we have bad names as lawyers sometimes, it's cases like this.

I mean, I don't think there's any other neighborhood or place in town who didn't have three lawyers living in the neighborhood who are all here today sitting here fighting this garage, and have been fighting it for years -- this wouldn't happen in any other case. And I, frankly, am ashamed to be continually part of this case. I want it over because I think it's bringing complete disrespect to our profession and I think these people are being completely abused. Thank you, Judge.

THE COURT: Be glad to hear from you.

MR. McCLAIN: Your Honor, if the Court please and just for the record, I'm Frankie McClain. I represent the home owners association and also the architectural control

committee, none of whom are, but we're here as the attorney.

THE COURT: I'm sorry. I didn't hear what you said.

MR. McCLAIN: I'm his attorney. Mr. Draisen indicated there were three lawyers that were fighting this, but we're here representing people who are not lawyers on the committee.

THE COURT: I got you.

MR. McCLAIN: And this case began -- although those plans were technically approved for the purposes of Judge Sprouse's order, that was the issue in the case and withdrawn. And it's just assumed they were not. There was some issue, and there's some still issue that's not approved by the people on the architectural committee. One person on the architectural committee --

THE COURT: Would you repeat that? Hang on. I don't think the court reporter got what you said. Would you mind repeating?

MR. McCLAIN: I'm sorry.

THE COURT: That's okay.

MR. McCLAIN: I am not going to get into the issue of whether that original plan was approved.

This case began when the judge ordered that the construction not be had. They were restrained from constructing the garage.

Mr. Draisen read the order and decided to get in my opinion -- interpret the order in a way where he defied the order instead of complying with.

I think the judge clearly knew it was a rectangular building, turn the building. That's what the order says. Turn the building.

They didn't turn the building. They briefly indicated the thing, and when they did that -- this is back when work started going. It a timeline for the record. Judge, it was back in May of 2017.

The first time the architectural committee said what are y'all doing. We've -- we're going to do it like this. We're going to reconfigure it.

They said, well, you need to submit us a plan. And they said we're not going to mess with y'all, not going to mess with y'all architects any more. They ignored that. They went ahead and started.

We filed the case that you heard and said go back to Judge Sprouse's order for clarification. He clarified it. He said, no, that's not what I meant, you've got to turn the whole building.

But after that, Judge, the -- and it's significant to say they had it planned that day. On October 13th they submitted some plans to the architectural committee. That was the day the judge ruled, although the architectural

committee asked for it in May. So they had to wait until the judge ordered to -- to give them the plan.

The plans had been denied for several reasons, some reasons. They obviously did not like the 6-sided garage. There was not a full site plan. Under the covenants -- and I think Mr. Draisen admits this -- but under the covenants the architectural committee is specifically given the authority to request a site plan. That's part of the thing they -- they -- they can request. Architectural committee is also specifically given the authority to disapprove of any plan that doesn't include everything they've asked for.

So I don't see how they could be in bad faith or capricious or anything like that if they're specifically given that authority under the covenants, in addition to that. And the covenants provide that when they issue a decision of whether it's approved or not the applicant then has ten days in writing to request a review day. They never did that.

Mr. Draisen says they're regiving the altered plan, reviewing plan, but that was like that. I don't think it was. But even if it was the last time the plans were refused because it was not a full site plan and -- and that was -- was in October the 30th of 2017. Architectural committee said no.

Okay. And there was nothing submitted after that at

all. The homeowners -- the letter was given to the home owners association board who said we agree with the architectural committee, built this in violation of the covenants and you need to tear it down. And that was in December the 5th of 2017.

Then on December the 12th of 2017 the final plan was submitted, but that was a month and a half too late. They'd already moved.

THE COURT: They'd already done what, please?

MR. DRAISEN: Do what now?

THE COURT: You said it was too late because they'd already done something.

MR. McCLAIN: They had already -- once -- once the architectural -- covenant -- when the architectural committee rules and they don't ask for a review, it becomes binding. So that time had expired, so that was binding on everybody. That's -- that's -- that's under the covenant.

To just say we've got the six-side garage and got to approve it and our contractor says it meets the road, that's completely ignoring all the covenants. It's completely ignoring Judge Spouse -- the intent of Judge Spouse -- Sprouse's order.

In it -- I think in the record there's a final site plan that they did, and if you compare that even with what they said, that issue, I colored in yellow the straight

line they drawed to Concord Road, which goes right part through R and J's road right of way. That's in the record.

So I don't think you have to believe their interpretation of the order about the straight lines from the corner. I think the judge always intended this to be a rectangular building.

I challenge anybody to find a detached garage in the City of Anderson that's not a rectangular building and doesn't have a garage door and parallel, two sides. This is some different kind of thing. It was done just to defy that order.

THE COURT: I seem to recall, Mr. McClain, that there's some order out there this does not alleviate any party from having to submit their plans for approval to the architectural review committee. Is that part of Judge Sprouse's order?

MR. McCLAIN: That was his -- yes, sir. That was his motion to clarify, but he said he'd have to go back and get the plan.

THE COURT: All right.

MR. McCLAIN: Anyway, under all of these circumstances, Judge, I don't see any way that the decision of the architectural committee could be arbitrary and in bad faith. It was within the covenants; it was within Judge Sprouse's order; and it's certainly, you know, within

their province to do what they did.

THE COURT: What -- how -- what do you -- how do you address Mr. Draisen's contention that there is no evidence in the record about this being a 6-sided garage? Seems to me -- was there some type of drawing submitted and put into evidence in the prior hearing?

MR. McCLAIN: His drawings as a 6-sided garage.

THE COURT: Okay. Well, is there something in evidence, something in the record that shows a 6-sided structure?

MR. McCLAIN: I mean, actually it's not a 6-sided. It's four sides with two facets according to -- nobody said --

THE COURT: According to Mr. Draisen, he said there's in the order that he's asking me to reconsider my order that I found as a fact that this was a 6-sided garage. He said there's really no evidence in the record to support that conclusion or that finding. And so I'm asking you is there any evidence to support that finding.

MR. McCLAIN: Well, yeah. Judge, his drawing.

THE COURT: Did -- and a particular concern I have, quite frankly, is that Mr. Draisen says my order is premature and that procedurally I went beyond the bounds of what was before me and ordered -- issued the order that I did. Why is that not -- why is he not correct in that?

MR. McCLAIN: Because it could be -- based on all of the facts of the case and based upon the covenants that there is no -- could be no issue of bad faith because they completely abided by the covenants and abided by the judge's order.

THE COURT: Say that one more time. I'm trying to put my arms around it.

MR. McCLAIN: They abided by the covenants to the word and the letter and abided by the judge's order to the letter. And under the covenants once the architectural committee makes a ruling and there's no written request to review, which there was not in this last ruling, then that becomes binding.

THE COURT: Okay.

MR. McCLAIN: And that's the case. We -- we just -- we'd ask to term -- Judge, didn't have a footnote in your order that said this is without prejudice on that issue of whether or not there was -- we're asking that footnote be removed and --

THE COURT: Did you file a motion to reconsider?

MR. McCLAIN: Sir?

THE COURT: Did you file a motion to reconsider?

MR. McCLAIN: I replied to his motion to reconsider.

THE COURT: Okay.

MR. McCLAIN: I show the motion to reconsider. That

leaves you with jurisdiction to do what you want to in the order.

THE COURT: All right. It just seems to me -- and, again, I need to go back and reread, and I'm going to on this information -- but it seems to me at the time this came to me when I made the decision there was an order that said that the parties if you change it had to go back to get approval for it, and there was, in fact, a change and they did not go back and get it approved; and therefore did not comply with Judge Sprouse's order, which was my feeling. And am I wrong in that?

MR. McCLAIN: I think you're correct in that.

THE COURT: All right. So it's your -- is it the home owner association position then that there's nothing else to be litigated?

MR. McCLAIN: That's our position.

THE COURT: All right. Anything further?

MR. McCLAIN: Nothing further, Judge. We just ask the Court to finalize the order and --

THE COURT: Do you want me delete some type of footnote about bad faith?

MR. McCLAIN: -- delete the footnote.

THE COURT: All right. Thank you.

Mr. Draisen.

MR. DRAISEN: Just briefly, Your Honor.

The divide between Mr. McClain and I, and maybe the Court at this point is, is that we -- we didn't -- and I don't mean that any disrespect about the questions you just asked. The divide is this: When Judge Sprouse issued his order, as I said if you'll look at it, my interpretation -- and if this is my arrogance, again, I'll eat it. But my interpretation of Judge Sprouse's order was that he put language in there that said if he turned the building this plan you submitted will then now comply. And he meant you don't have to come back to court or go before the A.C.C. or do anything if you turn this building or turn the door facing the garage, you don't have to come back.

THE COURT: Didn't he also put in his order, Mr. Draisen, any changes required to be resubmitted and approved by --

MR. DRAISEN: Yes, sir. And I -- if you'll allow to explain that I'll tell you.

THE COURT: Certainly.

MR. DRAISEN: The way that we interpreted -- and apparently incorrectly just so you understand the behavior -- the way we interpreted Judge Sprouse's order was two parts.

One was -- initially our interpretation was everything's approved except the -- the wall containing the garage has to be turned.

We did not think he meant we couldn't find a way and had to turn the whole building. We thought the important issue for the Court that he was addressing was your building height is fine, your square footage is fine, the materials are fine, everything's fine but you can't have the door facing the garage. And that's the sole basis on which he didn't approve the plans wholly.

So when we reviewed that we said, well, if that's the only problem in the judge's order, is we have to turn the wall -- and he said in there if you can make the doors not face the road -- we thought that meant we could change that wall because it's such a minor modification that it wouldn't require us to go back.

Now, we've been proven wrong on that point, but understand, if you will, that was what we thought the order said.

Once the judge clarified his order and said, well, no, the building I had before me was a rectangle and if you're going to change the dimensions or the walls or whatever, then you do have to take that back.

We then went to the second part of the judge's order which said, well, okay, if you're going to change it and you have to resubmit it, then the guidance the Court gives to any subsequent submissions is you measure a straight line from the two corners out and you decide whether it

crosses the road or not. And we said, well, that complies.

So we immediately upon getting that order submitted the plans and said this should be easy, this should be fast, they should get it and see that this drawing doesn't cross the road. And, you know, we have our -- our beliefs that they're not going to approve it no matter what. But here they are.

Also, as to these subsequent submissions that Mr. McClain wants to argue we didn't ask within ten days for reconsideration, no. We resubmitted plans three separate times. We didn't rely on ten days to review their denial. We submitted plans. They denied it. We submitted plans with additional information. They denied it. We submitted plans with additional, additional information to make sure they had everything they asked for, and they never approved it.

THE COURT: Were all of those second and third submissions within the 10-day timeframes?

MR. DRAISEN: No, they weren't, but the -- they submit their response in December was within -- they gave us a denial letter saying this is built in -- not in compliance and you need to abate it. That was within ten days.

The one in December -- December 6th -- when they sent a letter saying you've now built this building and the H.O.A. and the committee have decided this is not built

because you didn't get approval within six days, four days of that, because that was 6th -- on the 10th or the 12th we submitted another full set of plans at the site plan.

Mind you, I will tell you if you look carefully when you review this in none of the prior denials, the first and the second submissions, did they ask for a site plan.

It wasn't until the second denial that they asked for a site plan in October, Mr. McClain referred to. And it took us from October to December to get one done because they had to go out and do a complete survey of every tree, building, everything on the lot. It took -- it took six weeks to get it.

So as soon as we got the site plan we added it to the materials that we provided and sent it to them. And they're, like, it's too late, you've already built it, we've already denied it.

I couldn't get it done. It took six weeks. How do you ask for a reconsideration within ten days if they want materials you can't provide in ten days? That's impossible. That a legal impossibility.

So the way we viewed it is, is if we -- if we can't have it reviewed under the prior submission we'll give you a whole new request. Each one of those three submissions was a new request to approve this garage, not reconsider you're now, but here is our request for approval. No. You

can't have it. Well, let me get together what I can -- let me see what I can do to get you to approve it. So I go get more stuff. Let me resubmit this. Second -- second submittal.

Okay. Well, now you submitted the second stuff. Well, we're going to deny it now because you don't have a complete site plan pursuant to 505. Okay. Let me go get that, and that takes six weeks to get.

THE COURT: During this period of time where was the -- was there any construction being had on this?

MR. DRAISEN: There was.

THE COURT: So you're going to get paperwork to get approval while you're going on with construction.

MR. DRAISEN: Right. Well, not me.

THE COURT: I know.

MR. DRAISEN: But yes. The building was -- the building was being constructed during this period, because, again, remember that the mindset was that everything about this building was fine except the direction of the door.

And our position all along was we are changing the direction of the door, which is the only problem it ever had according to Judge Sprouse's original order. That was the only problem this garage ever had.

And as to Mr. McClain's assertion about it crossing the road right-of-way at some point where there's grass

now, the order says the road. It doesn't say the road right-of-way.

So as far as the specific language of Judge Sprouse's order, if they want to go back and ask for clarification again as to whether or not Judge Sprouse meant the road right-of-way, meaning the deeded 50 or 80 feet versus the paved road itself, that's not specified in the order and the plain language says you take an order of the wording in its plain language and it says the road.

Now, I think he meant -- and everybody meant -- and Jack Jones come and testified that when he originally did the covenants he meant the road, which is the paved road, not some portion of it that's being unused or that's a right-of-way for utilities or whatever else might be there, so, you know.

THE COURT: Well, let me just tell you this.

I wasn't concerned about the right-of-way issue. I thought that was something that was out there, but I didn't give it much homage. I did give a lot of weight to the fact that there was continuation construction. You had a new configuration and structure without approval and this was done without it being approved by the homeowners association.

In the end not in compliance with Judge Sprouse's order that any new structures have to be approved by the

homeowner association.

That's -- I felt was the law of the case, unappealed by either side. And I felt that they -- quite frankly, I know all of the parties in here. I don't socialize with them to such a degree or any way that would cause me to have a conflict to recuse myself, but I know everybody here, and it's not an easy decision. But I felt like the Griffins had gone forward in contravention to Judge Sprouse's order, quite frankly, and that was my concern.

MR. DRAISEN: And, Judge, and like I said, our -- our legal view of Judge Sprouse's order was that if he had not put in there the language in the paragraph before he talks about future construction or future submissions -- if he had not said if the Griffins turn this -- we thought it was the wall containing the garage door -- then it will be in compliance, our view of that was because it was the sole issue we didn't think or take into consideration that, okay, this is a square building and if we make any change to it that's going to be a big deal to anybody, because, frankly, like I said, this association hasn't actually done anything in seven years. There was really no guidance to go on. There wasn't a lot of prior submissions or an active board, if you will, at the time, although they're active apparently now, but they weren't then.

So our view was, look, we're just following Judge

Sprouse's order. Now, we may be wrong, but I want you to understand it wasn't intentionally wrong in the sense that we felt like if the issue is the way the door faces and we correct that and everything else was okay, why are they keep telling us that we can't do this? Why are they continually telling us we can't do it when we made the change that wasn't the issue, the sole issue.

So when they went forward with everything they thought, look, we're doing exactly what the judge told us we had to do, which was change the direction of the door so it doesn't face the road. And yet they keep saying you can't do it, you can't do it, you can't do it.

And my interpretation was, as I told you -- and if I was wrong, apparently I was wrong -- I was wrong -- but they went based on what I thought -- and I'm admitting it. I thought that that was okay because he was saying, Judge Sprouse is saying, I don't think these people need to come back before the Court and come back before the A.C.C., I'm trying to give you a method of getting this thing approved without having to do all of that.

The way he clarified it, that he said, well, I was only dealing with a rectangular building and, yeah, if you're going to change the walls and all you probably need to put it -- you need to put it through the A.C.C. again. I said okay.

Of course you understand at that point we had been operating under the assumption that we understood his order directed it. We were told we were wrong months later. It's like September we were told we were wrong. And since we found out and he told us you've got to resubmit it, we did. But what we did when we resubmitted is we said I think you understand, architectural committee, what we're doing. The building is the same. All we're doing is changing this angle of the wall. And that's turned into this case.

And my issue is how did it get to this case when that's all we were doing. And we said, look, y'all can come and look at it on the ground. It's there for you. You can come and look at the pad. The sticks are up. Why -- you're asking us to submit stuff that's form over substance. The thing is there.

You pass it every time you drive in the neighborhood. Stop your car, get out and look at it. What are you asking us to provide you in paper form that you can't see on the ground? It's right in front of you. That's their complaint, as you can see this building when you drive in the neighborhood every time. Yet form over substance is going to win the day in this case, and because they didn't get a piece of paper they said they wanted? That's form over substance.

THE COURT: All right. Thank you, sir.

Anything in response, Mr. McClain?

MR. McCLAIN: Just the only thing, Judge, is in May of 2017 Mr. Trammell wrote a letter and said we reject it and we're going to see the plan. And they were aware that the architectural committee was objecting to it. They continued building all the way through.

THE COURT: And is that information part of the evidence presented prior here? It's in the record? In other words, that's nothing additionally that you're trying to admit now. It's already in the record.

MR. McCLAIN: No, sir. I think everything's in the record.

THE COURT: All right. In fairness to the Griffins and Mr. Draisen, I'm going to reread everything I have. Quite frankly, I was out of town last week and haven't had a chance. I will. But I will issue an order. Thank you.

END OF REQUESTED TRANSCRIPT OF RECORD

CERTIFICATE

I, the undersigned Linda D. Moffitt, Official Court Reporter for the Seventh Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of all the proceedings had and evidence introduced in the trial of the captioned cause, relative to appeal, in the Common Pleas Court for Anderson County, South Carolina, on the 1st day of November 2018.

I do further certify that I am neither of kin, counsel nor interest to any party hereto.

December 9, 2018

s/Linda D. Moffitt

Linda D. Moffitt
Circuit Court Reporter

LINDA D. MOFFITT
Circuit Court Reporter
800 Belcher Road
Spartanburg, SC 29316
lmoffitt@sccourts.org
864-599-0657

December 9, 2018

Daniel L. Draisen, Esquire
Krause, Moorehead & Draisen, PA
207 East Calhoun Street
Anderson, SC 29621

Eugene L. Griffin, Jr. and Beth King Griffin vs. Arden Chase Home Owners Association, Inc.

37 pages ($4.25 per page) ---------- $157.25

Exhibit 1

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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
ARDEN CHASE
A RESIDENTIAL COMMUNITY

THIS DECLARATION is made on the date hereinafter set forth by ARDEN DEVELOPMENT CORP., a South Carolina corporation (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located off Concord Road in Anderson, South Carolina, which property is more particularly described in Exhibit "A" attached hereto and made a part of this Declaration; and

WHEREAS, Declarant intends to develop on the real property described above a development to be known as Arden Chase (hereinafter referred to as the "Development"); and

WHEREAS, Declarant has caused the Association (as hereinafter defined) to be formed as a non-profit civic organization to perform certain functions for the common good and general welfare of the Owners (as hereinafter defined);

NOW, THEREFORE, the Declarant hereby declares that all of the property described in Exhibit "A" shall be held, sold and conveyed subject to this Declaration of Covenants, Conditions and Restrictions, which is for the purpose of enhancing and protecting the desirability and attractiveness of said real property. Declarant further declares that this Declaration shall run with the title to said real property, and be binding on all parties having any right, title or interest in the described property or any part thereof, and shall, subject to all limitations herein provided, inure to the benefit of each Owner, his heirs, grantees, distributees, successors and assigns, and to the benefit of the Association.

ARTICLE I
DEFINITIONS

The following words, when used in this Declaration of Covenants, Conditions and Restrictions, shall have the following meanings:

1.01 Association. "Association" means Arden Chase Homeowners' Association, Inc. (a non-profit corporation organized under the South Carolina Nonprofit Corporation Code), its successors and assigns.

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1.02 Board. "Board" means the Board of Directors of the Association.

1.03 Bylaws. "Bylaws" means the Bylaws of the Association.

1.04 Common Property. "Common Property" means all real property (together with any and all improvements now or hereafter located thereon) and all personal property now or hereafter owned by the Association or in certain instances over which the Association has been granted permanent easements, for the common use and enjoyment of the Owners.

1.05 Declarant. "Declarant" means Arden Development Corp., a South Carolina corporation, its successors and assigns. The term shall also be applied to any person, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof, which lawfully acquires the rights, privileges and options of Declarant in accordance with this Section 1.05. Should any of the Property become subject to a first mortgage given by Declarant (as defined herein) as security for the repayment of a loan to improve the Property for development as part of this residential community, then all rights, privileges and options herein reserved to the Declarant, if held by the Mortgagor under said Development Loan shall inure to the benefit of the holder of such first mortgage upon its becoming the actual owner of the Property then subject to such first mortgage through judicial foreclosure or sale made pursuant to any power of sale contained in such first mortgage or by conveyance of a deed in lieu of foreclosure. The Declarant as hereinabove defined, may transfer all of its rights, privileges and options as Declarant to a successor-in-title to all or some portion of the Property, provided any such successor-in-title shall acquire for the purpose of development or sale all or some portion of such property, and provided further, that in a written instrument, such successor-in-title is expressly assigned all of Declarant's rights, privileges and options herein reserved to Declarant. Such an assignment may be included as a recital in any deed executed by Declarant which conveys any portion of the Property.

1.06 Declaration. "Declaration" means the Declaration of Covenants, Conditions and Restrictions for Arden Development Corp.

1.07 Home Site. "Home Site" means any numbered parcel of land shown upon that preliminary plat of survey of Arden Development Corp. (the final plat of survey to be recorded at a later date) recorded in Plat Book 134, Page 7, Anderson County, South Carolina records or as similarly shown on supplemental surveys of such tract or such additional tracts as may be added to the Property from time to time, as provided herein; provided however, that no portion of the Common Property shall ever be a lot except as provided for in Section 2.04.

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1.08 Member. "Member" means any member of the Association.

1.09 Owner. "Owner" means the record owner (including Declarant) whether one or more persons or entities, of a fee simple title to any Home Site, provided, however, that where fee simple title has been transferred and is being held merely as security for repayment of a loan, the person or entity who would own the Home Site in fee simple if such loan were paid in full shall be considered the Owner.

1.10 Property. "Property" means that certain real property (other than Common Property) hereinabove described.

1.11 Restrictions. "Restrictions" means all covenants, restrictions, easements, liens and other obligations created or imposed by this Declaration.

1.12 Structure. "Structure" means:

(a) any thing or object the placement of which upon any Home Site may affect the appearance of such Home Site, including by way of illustration and not limitation, any building or part thereof, garage, porch, greenhouse or bathhouse, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, tree, shrub, sign, signboard, permanent living quarters or any other temporary or permanent improvement to such Home Site;

(b) any excavation, grading, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Home Site, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Home Site; and

(c) any change in the grade at any point on a Home Site of more than six (6) inches, whether or not Subsection (b) of this Section 1.12 applies to such change.

ARTICLE II
COMMON PROPERTY

2.01 Conveyance of Common Property.

(a) The Declarant may from time to time cause to be conveyed to the Association certain real property or grants of easements, as well as personal property, for the common use and enjoyment of the Owners (such real and personal property being hereinafter collectively referred to as "Common Property"). In addition, the Declarant may from time to time cause the conveyance of certain real property or grants of easements to the general

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public as may be required by governing authorities in accordance with this Declaration.

(b) It is contemplated by the Declarant that the Declarant will convey to the Association common property for scenic and natural area preservation. The Declarant may, at Declarant's sole discretion, modify, alter, increase, reduce and otherwise change the Common Property contemplated to be conveyed to the Association in accordance with this subsection (b) of this Section 2.01 at any time prior to conveyance of such Common Property to the Association.

(c) In addition to the property described in subsection (b) of this Section 2.01, the Declarant may convey to the Association in accordance with this Section 2.01 such other real and personal property as the Declarant may determine to be necessary or proper for the completion of the Development.

(d) Notwithstanding any legal presumption to the contrary, the fee title to, and all rights in, any portion of the Property owned by the Declarant and designated as Common Property or designated for public use shall be reserved to the Declarant until such time as the same shall be conveyed to the Association or to any municipality or other governmental body, agency or authority.

(e) The Association hereby covenants and agrees to accept all such conveyances of Common Property.

2.02 Right of Enjoyment. Every Owner shall have a right and easement to use and enjoy the Common Property, which right shall be appurtenant to and shall pass with the title to every Home Site upon transfer; provided, however, that no Owner shall do any act which interferes with the free use and enjoyment of the Common Property by all other Owners. The Association may permit persons who are not Owners to use and enjoy any part or all of the Common Property subject to such limitations, and upon such terms and conditions, as it may from time to time establish. The right and easement of enjoyment granted or permitted by this Section 2.02 is subject to those items set forth in Section 2.01, which include suspension by the Association as provided in Sections 2.03(f) and 3.05.

2.03 Rights of The Association. The rights and privileges conferred in Section 2.02 hereof shall be subject to the right of the Association acting through the Board to:

(a) promulgate rules and regulations relating to the use, operation and maintenance of the Common Property;

(b) charge reasonable fees in connection with the maintenance of the Common Property; provided that in setting any such fee the Board may establish reasonable classifications which shall be uniform within each such class but need not be uniform between such classes;

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(c) suspend the voting rights of any Member, pursuant to Section 3.05, and the right of enjoyment granted or permitted by Section 2.02;

(d) grant easements or rights of way over Common Property to any municipality or other governmental body, agency or authority, to any quasi-public agency or to any utility company or cable television system;

(e) enforce all applicable provisions of valid agreements of the Association relating to the Common Property or any part thereof;

(f) borrow money for the purpose of carrying out the activities of the Association, including the acquisition construction, improvement, equipping and maintenance of Common Property, and in aid thereof to encumber by deed to secure debt, mortgage or other security interest, any or all of the Association's property, including Common Property and revenues from assessments, user fees and other sources;

(g) dedicate or transfer all or any part of the Common Property or interests therein to any municipality or other governmental body, agency or authority for such purposes and subject to such provisions and conditions as may be agreed upon by the Association and such grantee, including a provision that such property or interest shall cease to be subject to this Declaration or all or any part of the Restrictions while held by any such municipality or other governmental body, agency or authority;

(h) to sell, lease or otherwise convey all or any part of its properties and interest therein; provided however, that the Association shall not sell, encumber by security interest, convey, dedicate or transfer any Common Property or interest therein without the approval of two-thirds (2/3) of each class of Members.

2.04 Types of Common Property. At the time of the conveyance of any real property or grant of easement by the Declarant to the Association to be used as Common Property, the Declarant shall designate in the deed of conveyance or easement the specific or general purpose or purposes for which such real property or any portion thereof may be used, and in such event, such real property or portion thereof shall not, without a two-thirds (2/3) vote of each class of Members of the Association, be used for any different purpose or purposes without the prior written consent of the Declarant.

2.05 Entrance Easements. It is contemplated that certain easements for the erection and maintenance of entrance monuments, Residential Community signs, wall, fences and other structures

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intended to provide an attractive atmosphere or to provide privacy to Owners within the Development will be reserved by the Declarant and may be set forth on plats of survey of the Development recorded in the County Records. Such easements shall be perpetual in duration and shall include the right to erect, maintain, repair, replace and re-erect any such structures within the easement areas, as well as the right to plant grass, plants, flowers, shrubs and trees, to tend and garden the same, and to generally landscape the area within said easements to keep them clean, attractive and uniform in appearance for the benefit of all Owners within the Development. All Owners taking title to any Home Site upon which such an easement lies will take title subject to the easement rights set forth herein, as well as such rights as may be set forth in the deed conveying such easements to the Association. Such easements shall be Common Property.

ARTICLE III
THE HOMEOWNERS' ASSOCIATION

3.01 Purposes, Powers and Duties of The Association. The Association shall be formed as a non-profit civic organization for the primary purpose of performing certain functions for the common good and general welfare of the people of the Development. To the extent necessary to carry out such purpose, the Association (a) shall have all of the powers of a corporation organized under the South Carolina Nonprofit Corporation Code and (b) shall have the power to exercise all of the rights, powers and privileges of the Association as set forth in this Declaration.

3.02 Membership in the Association. Every Owner shall automatically be a Member of the Association and such membership shall terminate only as provided in this Declaration of Covenants, Conditions and Restrictions.

3.03 Voting Rights. Subject to the following provisions of this Section 3.03, the Association shall have two classes of voting membership: Class A and Class B.

(a) Class A. Every person who is an Owner with the exception of the Declarant except as otherwise set forth herein, shall be a Class A Member and shall be entitled to one vote for each Home Site owned. When more than one person is a Class A Member by virtue of an ownership interest in the same Home Site, the vote for such Home Site shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. The membership of a Class A Member shall automatically terminate upon the Member's sale of his Home Site. However, no termination of Class A Membership shall affect such Member's obligation to pay Assessments, fines or penalties as hereinafter provided for, due and payable for any period prior to the date of

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such termination, and there will be no refund for assessments paid for periods falling after the date of such termination.

(b) Class B. The Declarant shall be the sole Class B Member. Class B membership shall be a full voting membership and during its existence the Class B Member shall be entitled to vote on all matters and in all events. The Class B Member shall be entitled to three (3) votes for each Home Site owned by it; provided, however, in no event shall the Class B Member have less than the total number of Class A votes plus one (1). The Class B membership shall cease and shall be converted to Class A membership at such time as the first of the following events occur: (a) the expiration of five (5) years from the date of recording of this Declaration; or (b) the date as of which three-fourths (3/4) of the Home Sites which may be developed on the Property shall have been conveyed, by either the Declarant or by a builder who purchased the Home Site from Declarant for the purpose of erecting a dwelling thereon, to an individual Owner or Owners for residential occupancy. If at the time of termination of the Class B membership, Declarant still owns any Home Sites, then as to each Home Site owned by Declarant, Declarant shall be deemed to be a Class A Member.

ARTICLE IV.
ASSESSMENTS AND MAINTENANCE CHARGES

4.01 Covenant for Assessments and Creation of Lien and Personal Obligations. The Declarant, to the extent that Declarant is an Owner, hereby covenants and agrees, and each Owner, jointly and severally, for himself, his heirs, distributees, legal representatives, successors and assigns, by acceptance of a deed for a Home Site, whether or not the covenants contained herein shall be expressed in any such deed, hereby covenants and agrees as follows:

(a) to pay to the Association the annual assessments which may or shall be levied by the Association pursuant to this Declaration against all Home Sites owned by him;

(b) to pay to the Association any special assessments for capital improvements and any fines, penalties or other charges which may or shall be levied by the Association pursuant to this Declaration against all Home Sites owned by him;

(c) that there is hereby created a continuing charge and lien upon all Home Sites owned by him against which all assessments, fines, penalties and other charges are made to secure payment of such items and any interest thereon as provided in Section 4.07 hereof and costs of collection including reasonable attorneys' fees.

(d) that such continuing charge and lien on such Home Sites bind such Home Sites in the hands of the then Owner, and the Owner's heirs, devisees, legal representatives, successors and assigns. Such charge and lien is superior to any and all charges,

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liens or encumbrances which may hereafter in any manner arise or be imposed upon such Home Sites whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed to secure debt, or other instrument, except (i) such liens for taxes or other public charges as are by applicable law made superior, and (ii) all deeds to secure debt given to secure a loan the proceeds of which are used (1) to purchase a Home Site or Home Sites (together with any and all Structures which may from time to time be placed or located thereon) and (2) to finance the construction, repair or alteration of Structures;

(e) that no sale or transfer at foreclosure or in lieu of foreclosure shall relieve any Home Site or Home Sites from liability for any assessment thereafter assessed;

(f) that all annual and special assessments (together with interest thereon as provided in Section 4.07 of this Declaration and costs of collection including reasonable attorneys' fees) levied against any Home Site or Home Sites owned by him during the period that he is an Owner shall be (in addition to being a continuing charge and lien against such Home Site or Home Sites as provided in Section 4.01(c) of this Declaration) a personal obligation which will survive any sale or transfer of the Home Site or Home Sites owned by him; provided, however, that such personal obligation for delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed by such successor.

4.02. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of providing for the common good and general welfare of the people of the new community of the Development, including, but not limited to, and in addition to other purposes set forth in this Declaration, security, the acquisition, construction, improvement, maintenance and equipping of Common Property, the enforcement of the Restrictions contained in this Declaration, the enforcement of the Restrictions contained in this Declaration, the enforcement of the Design Standards of the ACC, the payment of operating costs and expenses of the Association and the payment of all principal and interest when due on all debts owed by the Association.

4.03 Accumulation of Funds Permitted. The Association shall not be obligated to spend in any calendar year all the sums collected in such year by way of annual assessments or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reduction of the amount of the Annual Assessments in any succeeding year, but may carry forward from year to year such surplus as the Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purposes.

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4.04 Annual Assessment or Maintenance Charge.

(a) Subject to the terms of this Article, each Home Site in the Property is hereby subjected to an annual assessment or maintenance charge for the purpose of creating a fund to be known as the "maintenance fund," which maintenance charge and assessment will be paid by the Owner or Owners of each Home Site within the Property. Payment of such assessments will be made in advance in monthly, quarterly or annual installments with the due dates being established by the Board of Directors.

(b) The annual maintenance charge and assessment will commence as to each Home Site on the first day of the month following the earliest to occur of the following events: (i) upon the occupancy of the Home Site as a residence; or (ii) upon the conveyance of the Home Site by Declarant to an Owner or tenant for residential occupancy; or (iii) upon the conveyance of the Home Site by a builder who purchased the land from Declarant for the purpose of erecting a dwelling thereon to an Owner or tenant for residential occupancy.

(c) Beginning on the date this Declaration is executed through December 31, 1990, the annual maintenance charge and assessment will not exceed $250.00 per annum (said rate of charge being the "maximum annual assessment" for 1990). Beginning January 1, 1991, and from year to year thereafter, the maximum annual assessment may be increased by the Board of Directors; however, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum annual assessment for the previous year without a vote of the membership which shall require approval of two-thirds (2/3) of each class of Members present, in person or by proxy, at a meeting duly called for such purpose, with at least sixty percent (60%) of the Owners or other proxies present.

(d) Unless required as a matter of law or as otherwise set forth in this Article, neither the Declarant, nor any builder who has purchased land from Declarant for the purpose of erecting a dwelling thereon, shall at any time be subject to the annual maintenance charge and assessment; however, the Declarant hereby agrees that until such time as Declarant no longer has the right to appoint members to the Board of the Association, Declarant will pay to the Association any deficit amounts not covered by the income of the Association which are reasonably necessary to maintain the Common Property in a neat, attractive, and in addition, where such property is intended for recreational use, usable condition. In no event shall Declarant be required to pay any amounts, specifically including any deficit amount, which would exceed an amount equal to the number of Home Sites owned by Declarant and/or any other builder and subject to the Declaration at the time Declarant becomes responsible for payment, or the time the deficit is incurred, multiplied by an amount equivalent to one-fourth (1/4) of the annual

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assessment which should have been paid or has become due and payable by any other Owner of a Home Site from the time Declarant became responsible for such payments (including assessments), or the time the deficit was incurred. Beginning on the first day of the next month following the expiration of Declarant's right to appoint members to the Board of the Association, Declarant and/or any builder owning a Home Site which is part of the Property shall be subject to an annual maintenance charge and assessment in an amount equal to one-fourth (1/4) of the full annual assessment being paid by all other Owners. In addition and notwithstanding anything to the contrary herein, the Declarant may contribute assessments due from it in services or material or a combination of services and materials, rather than in money, (herein collectively called "in kind contribution"). The amount by which monetary assessments shall be decreased as a result of any in kind contribution shall be the fair market value of the contribution.

4.05 Special Assessments for Working Capital Fund, Nonrecurring Maintenance, and Capital Improvements.

In addition to the annual assessments authorized by this Article IV, the Association may levy:

(a) upon the first sale of each and every Home Site to an Owner who will individually or through tenants or assigns occupy a Home Site, such sale to be made by Declarant or by a builder who has purchased the Home Site from Declarant for the purpose of erecting a dwelling thereon, a special assessment of $500.00 which shall be collected at the closing of such sale for the benefit of the Association. The aggregate fund established by such special assessment shall be maintained in a segregated account, and shall be for the purpose of insuring that the Association will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Board; and

(b) in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part any Association expenses not covered by the annual budget, including, but not limited to, the cost of nonrecurring maintenance, or the acquisition, construction, reconstruction, repair or replacement of a capital improvement upon any Common Property, including fixtures and personal property related thereto, provided that any such assessment shall have been approved by a two-thirds (2/3) vote of each class of Members of the Association who are present in person or by proxy at a meeting duly called for such purpose.

ARTICLE V.
ARCHITECTURAL CONTROL

5.01 Architectural Control Committee - Creation and Composition. An Architectural Control Committee (the "ACC") shall be established, consisting of at least three (3) individuals to be

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appointed by the Declarant until all Home Sites have sold and have constructed upon them permanent residential homes after which appointments to the ACC shall be made by the Board of Directors.

5.02 Purpose, Powers and Duties of the ACC. The purpose of the ACC is to review and approve any proposed installation, construction or alteration of any Structure on any Home Site. All plans shall be submitted to the ACC for approval (i) as to whether the proposed installation, construction or alteration is in conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of the Development, and (ii) as to the location of Structures with respect to topography, finished ground elevation and surrounding Structures. To the extent necessary to carry out such purpose, the ACC shall have all of the powers and duties to do each and every thing necessary, suitable, convenient or proper for, or in connection with, or incidental to, the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any Structure on any Home Site.

5.03 Activities.

(a) The ACC shall adopt and promulgate the Design Standards and shall, as required, make findings, determination, rulings, and orders with respect to the conformity with said Design Standards of plans and specifications to be submitted for approval to the ACC pursuant to the provisions of this Declaration. The ACC shall, as required, issue permits, authorizations, or approvals, which may include specified requirements or conditions, pursuant to the provisions of this Declaration.

(b) Any two (2) or more members of the ACC may be authorized by the ACC to exercise the full authority of the ACC with respect to all matters over which the ACC has authority as may be specified by resolution of the ACC, except with respect to the adoption or promulgation of the Design Standards. The unanimous action of the two (2) or more members with respect to the matters specified shall be final and binding upon the ACC and upon any applicant for an approval, permit or authorization, subject, however, to review and modification by the ACC on its own motion or appeal by the applicant to the ACC as provided in this paragraph (ii). Written notice of the decision of such two (2) or more members shall, within five (5) working days thereof, be given to any applicant for an approval, permit or authorization. The applicant may, within ten (10) days after receipt of notice of any decision which he deems to be unsatisfactory, file a written request to have the matter in question reviewed by the ACC. Upon the filing of any such request, the matter with respect to which such request was filed shall be submitted to, and reviewed promptly by, the ACC, but in no event later than thirty (30) days after the filing of such request. The decision of a majority of the members of the ACC with respect to such matter shall be final and binding.

ACC Members:
1- Steve Crane
2- Dean Price
3- Jane Griffith (?)

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5.04 Design Standards.

(a) The ACC shall from time to time adopt, promulgate, amend, revoke and enforce guidelines (the "Design Standards") for the purposes of:

(i) governing the form and content of plans and specifications to be submitted to the ACC for approval pursuant to the provisions of this Declaration;

(ii) governing the procedure for such submission of plans and specifications;

(iii) establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of Structures and all other matters that require approval by the ACC pursuant to this Declaration; and

(iv) assuring the conformity and harmony of external design and the general quality of the Development.

(b) The ACC may publish copies of its current Design Standards, in which case they shall be made readily available to Members and prospective Members of the Association and to all applicants seeking the ACC's approval.

5.05 Submission of Plans and Specifications. No Structure shall be commenced, erected, placed, or permitted to remain on any Home Site nor shall any existing Structure upon any Home Site be altered in any way which materially changes the exterior appearance of the Structure or Home Site, unless plans and specifications therefor shall have been submitted to and approved in writing by the ACC. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the ACC in the Design Standards, including where applicable, and without being limited to:

(a) a site plan showing the location of all proposed and existing Structures on the Home Site including building setbacks, open space, driveways, walkways and parking spaces including the number thereof and all siltation and erosion control measures;

(b) a foundation plan;

(c) a floor plan;

(d) exterior elevations of all proposed Structures and alterations to existing Structures, as such Structures shall appear after all back-filling and landscape are completed;

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(e) specifications of materials, color scheme, lighting scheme and other details affecting the exterior appearance of all proposed Structures and alterations to existing Structures; and

(f) detailed plans for landscaping and grading.

5.06 Approval of Plans and Specifications. Upon approval by the ACC of any plans and specification submitted pursuant to this Declaration, two (2) copies of such plans and specifications, as approved, shall be deposited for permanent record with the ACC and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Home Site or Structure of any plans and specifications shall not be deemed a waiver of the ACC's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Home Site or Structure. Approval of any such plans and specifications relating to any Home Site or Structure, however, shall be final as to that Home Site or Structure and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

5.07 Disapproval of Plans and Specifications. The ACC shall have the right to disapprove any plans and specifications submitted pursuant to this Declaration for any of the following reasons:

(a) the failure to include information in such plans and specifications as may have been reasonably requested;

(b) the failure of such plans or specifications to comply with this Declaration or the Design Standards;

(c) any other matter which, in the judgment of the ACC, would be likely to cause the proposed installation, construction or alteration of a Structure (i) to fail to be in conformity and harmony of external design and general quality with the standards of the Development as set forth in the Design Standards; or (ii) as to location, to be incompatible with topography, finished ground elevation and surrounding Structures. In any case in which the ACC shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the ACC shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal may be prepared and submitted for approval.

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5.08 Obligation to Act. The ACC shall take action on any plans and specifications submitted as herein provided within thirty (30) days after receipt thereof. Approval by the ACC, if granted, together with any conditions imposed by the ACC, shall be placed in writing on the plans and specifications and shall be returned to the applicant. Failure by ACC to take action within thirty (30) days of receipt of plans and specifications submitted for approval shall be deemed approval of such plans and specifications.

5.09 Inspection Rights. Any employee or agent of the Association or the ACC may, after reasonable notice, at any reasonable time or times enter upon any Home Site and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any Structure or the use of any Home Site or Structure is in compliance with the provisions of this Declaration; and neither the Association, nor the ACC, nor any such agent shall be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection, provided such inspection is carried out in accordance with the terms of this Section.

5.10. Violations. If any Structure shall be erected, placed, maintained or altered upon any Home Site, otherwise than in accordance with the plans and specifications approved by the ACC pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the ACC such violation shall have occurred, the ACC shall notify the Association. If the Board shall agree with the determination of the ACC with respect to the violation, then the Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the Association shall have the Right of Abatement as provided in Section 8.02 hereof.

5.11 Nondiscrimination by ACC. The ACC shall not discriminate against any applicant requesting its approval of plans and specifications because of such applicant's race, color, sex, religion, age or national origin. Further, the ACC in the exercise of its powers granted pursuant to this Declaration shall not take any action the intent or effect of which is to discriminate against persons of a particular race, color, sex, religion, age or national origin.

5.12 Disclaimer as to ACC Approval. Plans and specifications are not reviewed for engineering or structural design or quality of materials, and by approving such plans and specifications neither the ACC, the members thereof, nor the Association assumes liability or responsibility therefor, nor for any defect in any structure

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constructed from such plans and specifications. Neither Declarant, the Association, the ACC, the Board, nor the officers, directors, members, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner or property affected by these Restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against Declarant, the Association, the ACC, the Board, or the officers, directors, members, employees, and agents of any of them to recover any such damages and hereby releases, remises, quit-claims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extent to claims, demands, and causes of action not known at the time the release is given.

5.13 Declarant and Builder. The provisions contained in this Article, as well as all other architectural control provisions contained in the Development documents shall not apply to Declarant. This Section 5.13 may only be amended with the prior written consent of the Declarant.

ARTICLE VI
GENERAL COVENANTS AND RESTRICTIONS

6.01 Application. The covenants and restrictions contained in this Article VI shall pertain and apply to all Home Sites and to all Structures erected or placed thereon.

6.02 Design Standards. The Declarant hereby establishes the design standards for Arden Chase, A residential community. Arden Chase shall be developed in strict accordance with the design standards which are made a part of the covenants, conditions and restrictions of ARDEN CHASE.

Each and every residence constructed on a home site shall be distinctive, demonstrating a well thought out design that is neither extreme nor mundane in character. Each and every residence shall be harmonious with its home site and the overall residential community.

6.03 Requirements of Construction. The Owner of each home site hereby consents to the requirement that the Owner of each home site shall commence construction of a permanent residential dwelling on the subject property within four years of the date of the closing of the purchase of the home site.

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6.04 Contractors. Each and every residence shall be constructed by a licensed contractor of good reputation for quality residential construction. The ACC shall have the right to approve or disapprove the contractor.

6.05 Materials. Each and every residence shall be of brick or stucco veneer and shall be constructed of first quality materials.

6.06 Square Footage. Each and every residence shall be a minimum of 2,700 square feet of heated living space. In addition to the aforementioned square footage, each residence shall have a garage of at least 500 square feet plus 100 square feet of storage space. Said garage shall not be allowed to open to the roadway in front of the residence.

6.07 Costs. To maintain the high standards set by the Declarant for ARDEN CHASE, each and every residence constructed shall have an actual cost of no less than $175,000.00 excluding the costs of the home site and landscaping. A sufficient amount of money shall be spent on landscaping so as to enhance the Home Site and the community. The Owner must submit detailed landscaping plans to the ACC for their approval upon the submission of the plans for the dwelling to be constructed.

6.08 Maintenance. Each Owner shall keep and maintain each Home Site and Structure owned by him, as well as all landscaping located thereon, in good condition and repair, including, but not limited to (i) the repairing and painting (or other appropriate external care) of all Structures; (ii) the seeding, watering and mowing of all lawns; and (iii) the pruning and trimming of all trees, hedges and shrubbery so that the same do not obstruct the view of motorists or pedestrians or street traffic. If in the opinion of the ACC, any Owner shall fail to perform the duties imposed by this Section, the ACC shall notify the Association. If the Owner shall fail to take reasonable steps to remedy the condition within thirty (30) days after the mailing of said written notice by certified mail, then the Association shall have the Right of Abatement as provided in Section 8.02 hereof.

6.09 Restriction of Use. Home Sites may be used for single-family residences only and for no other purpose provided that Declarant or Builder may operate a Sales Office and/or Model Home on a Home Site or Home Sites designated by Declarant.

6.10 Resubdivision of Property. No Home Site may be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise, without the prior written approval of the ACC of plans and specifications for such split, division or subdivision.

6.11 Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Home Site without the prior written approval of the ACC of plans and specifications for the prevention and control of such erosion or siltation. The ACC may, as

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a condition or approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation.

6.12 Landscaping. No construction or alteration of any Structure shall take place without the prior written approval by the ACC of plans and specifications for the landscaping to accompany such construction or alteration. Guidelines for the landscaping to accompany the construction or alteration of any Structure may be included in the Development Guidelines of the ACC. The plans and specifications for initial construction shall include landscaping that is complete and appropriate for the residential setting and Arden Chase as a whole.

6.13 Trees. No living tree having a diameter of six (6) inches or more (measured from a point two (2) feet above ground level) shall be removed from any Home Site unless such removal is in conformity with approved landscaping plans and specifications submitted pursuant to the provisions of Section 6.05 hereof. Guidelines relating to the preservation of trees and other natural resources and wildlife upon the Property may be included in the Design Standards of the ACC.

6.14 Temporary Buildings. No temporary building, trailer, garage or building under construction shall be used, temporarily or permanently, as a residence on any Home Site except as temporary sleeping or living quarters required or desirable for security purposes in accordance with plans and specifications therefor approved by the ACC.

6.15 Signs. No signs whatsoever (including but not limited to commercial and similar signs) shall, without the ACC's prior written approval of plans and specifications therefor, be installed, altered or maintained on any Home Site, or on any portion of a Structure visible from the exterior thereof, except:

(a) such signs as may be required by legal proceedings;

(b) not more than one "For Sale" or "For Rent" sign, such sign having a maximum face area of five square feet; provided, however, that if, at the time of any desired use of such sign, the Association is making "For Sale" or "For Rent" signs available for the use of Owners, the signs made available by the Association must be used;

(c) directional signs for vehicular or pedestrian safety in accordance with plans and specifications approved by the ACC.

6.16 Setbacks.

(a) Each dwelling which is erected on a Home Site shall be situated on such Home Site in accordance with the building and

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setback line shown on the recorded plat, and in no event shall any dwelling be erected upon any Home Site in a manner which violates such building and setback lines. For purposes of this requirement all porches, patios, decks, shutters, awnings, eaves, gutters and other such overhangs will not be considered in violation thereof, even though such structure shall extend beyond said building and setback lines if approved by the ACC.

(b) In approving plans and specifications for any proposed Structure, the ACC may establish setback requirements for the location of such Structure. No Structure shall be erected or placed on any Home Site unless its location is consistent with such setbacks.

6.17 Fences. No fence or wall or any kind shall be erected, maintained, or altered on any Home Site without the prior written approval of the ACC of plans and specifications for such fences and walls. No fence of any type shall be used to enclose the front yard.

6.18 Roads and Driveways. No road or driveway shall be constructed or altered on any Home Site without the prior written approval of the ACC of plans and specifications for such roads and driveways. Guidelines relating to the design and location of roads and driveways may be included in the Design Standards of the ACC.

6.19 Antennae. No exterior television or radio antennae of any sort, including satellite dishes, shall be placed, allowed or maintained upon any portion of a Structure or Home Site without prior written approval by the ACC. No antennas shall be installed or used for the purpose of transmitting electronic signals.

6.20 Clotheslines, Garbage Cans, Etc. No clotheslines shall be permitted. All equipment, garbage cans, and woodpiles shall be kept in garage or screened by adequate planting or approved fencing so as to conceal them from view by neighboring residences and streets.

6.21 Recreational Vehicles and Trailers.

(a) No commercial or disabled vehicles, boats, boat trailers, motor homes, campers, or like equipment or mobile or stationary trailers of any kind shall be permitted on any home site of the subdivision unless kept in a completely enclosed garage so that same shall not be visible from any street or public way.

(b) No home site shall be used to repair or restore any motor vehicle or boat, whether the work is performed by the owner or any other party.

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(c) Temporary, part-time and/or permanent employees of any lot owner in the subdivision shall be required to park their motor vehicles on the premises of the homeowner in question, and under no circumstances shall parking of vehicles be allowed or permitted on the streets of the subdivision. This shall not be interpreted to prohibit parking on the streets when a special gathering or event is held at a homeowner's dwelling, and the number of vehicles exceeds the amount of space available on the homeowner's premises.

6.22 Recreational Equipment. Recreational and playground equipment shall be placed or installed only upon the rear of a Home Site as approved by the ACC.

6.23 Non-Discrimination. No Owner or person authorized to act for an Owner shall refuse to sell or rent, after receiving a bona fide offer, or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny the purchase or rental of any Home Site to any persons because of race, color, religion, sex, age or national origin. Anything in this Declaration to the contrary notwithstanding, this covenant shall run with the land and shall remain in effect without any limitation in time.

6.24 Animals. No animals, including birds, insects, and reptiles, may be kept on any Home Site unless kept thereon solely as household pets and not for commercial purposes. No animal shall be allowed to become a nuisance. No Structure for the care, housing or confinement of any animal shall be constructed, placed or altered on any Home Site unless plans, specifications and location for said Structure have been approved by the ACC.

6.25 Solid Waste.

(a) No person shall dump rubbish, garbage, or any other form of solid waste on any Home Site or on Common Property.

(b) Except during approved construction, no person shall burn rubbish, garbage, or any other form of solid waste on any Home Site or on Common Property.

(c) Except for building materials employed during the course of construction of any Structure approved by the ACC, no lumber, metals, bulk materials or solid waste of any kind shall be kept, stored, or allowed to accumulate on any Home Site unless screened or otherwise handled in a manner set forth in the Design Standards.

(d) If rubbish, garbage, or any other form of solid waste is to be disposed of by being collected on a regular and recurring basis, containers may be placed in the open on any day that a pick-up is to be made, in order to provide access to persons making such pick-up. At all other times such containers shall be screened or enclosed. Guidelines relating to the type of containers permitted,

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the manner of storage and the place of pick-up may also be included in the Design Standards.

6.26 Nuisances. No noxious or offensive activity shall be carried on upon any Home Site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the community.

6.27 Swimming Pools. Any swimming pool, wading pool, or other type of structure containing water for recreational use shall be placed on any home site in such a manner so as to be behind the setback line on the lot in question, it being specifically prohibited that anything similar to this can be constructed or placed in the front yard of a dwelling. In any event, location of this type improvement must be approved in writing by the ACC prior to the construction and/or installation. All swimming pools, wading pools, or other similar structures must be constructed and installed below ground level, and in no event shall one be permitted above ground level. Each homeowner shall landscape the swimming pool, wading pool, or other structure, either with shrubbery, a conventional fence, or some other landscaping tool, so that privacy of the swimming area is maintained and so that said area is not readily accessible to individuals other than the owner. In the event a privacy fence shall be constructed, it must be in accordance with other provisions of this Declaration relating to the installation of fences. This provision shall not be interpreted to prohibit a small inflatable or similar wading pool for small preschool children, if the privacy of the area is otherwise maintained as required herein.

ARTICLE VII
EASEMENTS, ZONING AND OTHER RESTRICTIONS

7.01 Easements.

(a) Declarant hereby expressly reserves to the Declarant, its successors and assigns forever, the right to create perpetual easements in, on, over and under any part of the Property owned by Declarant for any purpose which Declarant deems necessary, including, by way of example, and not limitation, the following:

(i) the erection, installation, construction and maintenance of wires, lines, conduits and poles and the necessary or proper attachments in connection with the transmission of electricity, telephone, cable television and other utilities and similar facilities;

(ii) the erection, installation, construction and maintenance of storm-water drains, land drains, public and private sewers, irrigation systems, pipelines for supplying gas, water and heat, and for any other public or quasi-public facility, service or function;

(iii) slope control purposes, including the right to grade and plant slopes and to prevent the doing of any activity which might interfere with slopes or which might create erosion or sliding problems or which might change, obstruct or retard drainage flow;

(iv) the planting or re-planting of hedges, shrubbery, bushes, trees, flowers and plants of any nature on any common area; and

(v) the erection, installation, construction and maintenance of fences, walls, monuments, signs, etc. along streets in, around and along, and at entrances to, the Development, and the right to landscape such areas, plant, re-plant and prune hedges, shrubbery, bushes, trees, flowers, grass and plants of any nature.

(b) No Owner shall have any right to use any easement created by the Declarant in, on or over any portion of the Property unless such easement has been assigned by the Declarant to the Association.

(c) In addition to the above, the Declarant hereby grants a general easement in favor of utility, cable television and other such service companies across the Property, to maintain, repair, replace and service wires, pipes, conduits, street lights and other structures and facilities provided for the benefit of the Owners.

(f) The easements created in this Article VII are in addition to any easements or rights created elsewhere in this Declaration or in other easements of record. The provisions of this Article VII may not be amended without the written consent of the Declarant, its successors and assigns.

7.02 Easement Area. The words "Easement Area" as used herein shall mean those areas on any Home Site with respect to which easements are shown on a recorded deed or grant of easement, or on any filed or recorded map or plat relating thereto, or as otherwise set forth in Section 7.01.

7.03 Entry. The Declarant and its employees, agents, successors and assigns, shall have the right at all reasonable times to enter upon all parts of each Easement Area for any of the purposes for which such Easement Area is reserved.

7.04 Zoning and Private Restrictions. None of the covenants, restrictions or easements created or imposed by this Declaration shall be construed as permitting any action prohibited by applicable zoning laws, or by the laws, rules or regulations of any governmental body. In the event of any conflict between such laws, rules or regulations and the covenants, restrictions and easements created or imposed by this Declaration, the most restrictive provision shall govern and control.

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ELECTRONICALLY FILED 2016 Apr 19 3:57 PM CUYAHOGA COUNTY COMMON PLEAS CASE #CV16862420220

ELECTRONICALLY FILED - 2016 Dec 30 12:12 PM - ANDERSON - COMMON PLEAS - CASE #2016CP020328

ARTICLE VIII
ENFORCEMENT

8.01 Right of Enforcement. This Declaration and the Restrictions contained herein shall inure to the benefit of and shall be enforceable by (i) the Declarant so long as it is an Owner, (ii) the Association and (iii) each Owner, his legal representatives, heirs, successors and assigns.

8.02 Right of Abatement.

(a) Except where different notice provisions are provided in Sections 5.10 and 6.08, in the event of a violation or breach of any Restriction contained in this Declaration the Association shall give written notice by certified mail to the Owner setting forth in reasonable detail the nature of such violation or breach and the specific action or actions needed to be taken to remedy such violation or breach. If the Owner shall fail to take reasonable steps to remedy such violation or breach within thirty (30) days after the mailing of such written notice, then the Association shall have the Right of Abatement. If any assessment, interest, costs or charge required by this Declaration is not paid within sixty (60) days after such assessment is due or such charge is imposed, the Association shall have the right to notify any or all mortgagees have a security interest in the Owner's Home Site or Home Sites that such Owner is in default in the performance of his obligations under these Restrictions, and of those actions taken or proposed to be taken by the Association as a result of the default.

(b) The Right of Abatement, as used in this Section and Sections 5.10 and 6.08 hereof, means the right of the Association, through its agents and employees, to enter at all reasonable times upon any Home Site or Structure, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of this Section, and with the cost thereof, including the costs of collection and reasonable attorneys' fees, together with interest thereon at the lower of the highest rate permitted by law or 10% to be a binding personal obligation of such Owner enforceable in law, as well as a lien on such Owner's Home Site enforceable pursuant to the provisions of Section 8.04 hereof. Such lien shall be superior to any and all charges, liens or encumbrances which may in any manner arise or be imposed upon the Home Site after such entry whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed to secure debt, or other instrument, excepting only

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ELECTRONICALLY FILED - 2016 Dec 08 03:56 PM - ANDERSON - COMMON PLEAS - CASE#2016CP0402028 - PAGE 23 OF 28

(i) such liens for taxes or other public charges as are by applicable law made superior, (ii) the liens created by Section 4.01 hereof, and (iii) all deeds to secure debt given to secure a loan the proceeds of which are used (1) to purchase a Home Site or Home Sites (together with any and all Structures which may from time to time be placed or located thereon) and (2) to finance the construction, repair or alteration of Structures.

8.03 Specific Performance. Nothing contained in this Declaration shall be deemed to affect or limit the rights of the Declarant, the Association or any Owner to enforce the Restrictions by appropriate judicial proceedings or to recover damages. However, it is hereby declared that it may be impossible to measure accurately in money the damages which will accrue to a beneficiary hereof, its transferees, successors or assigns, by reason or a violation of, or failure to perform any of the obligations provided by, this Declaration; and therefore, any beneficiary hereof shall be entitled to relief by way or injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions hereof.

8.04 Collection of Assessments and Enforcement of Lien.

(a) If any assessment, interest, cost or other charge is not paid as required by this Declaration, the Association may bring either an action at law against the Owner personally obligated to pay the same, or an action to foreclose any lien created by this Declaration against the Home Site or Home Sites subject to the lien, or both, for the purpose of collecting such assessment, cost or charge, plus any interest thereon and costs of collection, including reasonable attorneys' fees.

(b) As an additional remedy, but in no way as limitation on the remedies, if any assessment, interest, cost or other charge is not paid as required by this Declaration, each Owner hereby grants to the Association and its assigns the following irrevocable power of attorney: To sell the said Home Site or Home Sites subject to the lien at auction, at the usual place for conducting sales at the Court House in Anderson County, South Carolina, to the highest bidder for cash, after advertising the time, terms and place of such sale once a week for four weeks immediately preceding such sale (but without regard to the number of days) in the paper in which the Sheriff's advertisements for Anderson County, South Carolina are published, all other notice being hereby waived by each Owner, and the Association or any person on behalf of the Association, or assigns, may bid and purchase at such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a conveyance of said property in fee simple, which conveyance shall contain recitals as to the happenings of the default upon which the execution of the power of sale herein granted depends, and each Owner hereby constitutes and appoints the Association and assigns, the agent and attorney in fact of each Owner to make such recitals, and hereby covenants and agrees

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that the recitals so to be made by the Association, or assigns shall be binding and conclusive upon the Owner whose property is the subject matter of such sale, and the heirs, executors, administrators and assigns of such Owner, and that the conveyance to be made by the Association or assigns, shall be effectual to bar all equity of redemption of such Owner, or the successors in interest of such Owner, in and to said Home Site or Home Sites, and the Association or assigns shall collect the proceeds of such sale, and after reserving therefrom the entire amount of assessment, interest, cost or other charge due, together with all costs and expenses of sale and fifteen per centum of the aggregate amount due for attorneys' fees, shall pay any excess to such Owner, or to the heirs or assigns of such Owner as provided by law. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

(c) WAIVER. EACH OWNER, BY ACCEPTANCE OF A DEED CONVEYING A HOME SITE SUBJECT TO THIS DECLARATION, WAIVES ANY RIGHT WHICH OWNER MAY HAVE UNDER THE CONSTITUTION OR THE LAWS OF THE STATE OF SOUTH CAROLINA OR THE CONSTITUTION OR THE LAWS OF THE UNITED STATES OF AMERICA TO NOTICE OR TO A JUDICIAL HEARING PRIOR TO THE EXERCISE OF ANY RIGHT OR REMEDY PROVIDED BY THIS DECLARATION AND OWNER WAIVES OWNER'S RIGHTS, IF ANY, TO SET ASIDE OR INVALIDATE ANY SALE DULY CONSUMMATED IN ACCORDANCE WITH THE PROVISIONS OF THIS DECLARATION ON THE GROUND (IF SUCH BE THE CASE) THAT THE SALE WAS CONSUMMATED WITHOUT A PRIOR JUDICIAL HEARING. ALL WAIVERS BY OWNER IN THIS PARAGRAPH HAVE BEEN MADE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY, AFTER OWNER HAS FIRST BEEN ALLOWED THE OPPORTUNITY TO CONSULT LEGAL COUNSEL WITH RESPECT TO OWNER'S POSSIBLE RIGHTS.

8.05 No Waiver. The failure of the Declarant, the Association, or the Owner of any Home Site, his or its respective legal representatives, heirs, successors and assigns, to enforce any Restrictions herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to any violation or breach occurring prior or subsequent thereto.

ARTICLE IX
DURATION AND AMENDMENT

9.01 Duration and Perpetuities.

The provisions of this Declaration shall run with and bind the land and shall be and remain in effect so long as South Carolina law limits to forty (40) years, the period during which covenants restricting lands to certain uses may run, any provision of this Declaration affected thereby shall run with and bind the land for a period of forty (40) years from the date this Declaration are filed for record in the Office of the Clerk of Court of that county in which the Property is located, after which time such provision shall be automatically extended, if permitted by law, for successive

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periods of ten (10) years, unless an instrument, signed by at least seventy-five (75%) percent of the then Owners of record and the holders of first mortgages on their Home Sites has been recorded in the office of the Clerk of said Court, agreeing to terminate or change such provisions in whole or in part. Every purchaser or grantee of any interest in any portion of the Property, by acceptance of a deed or other conveyance thereof; thereby agrees that the provisions of these Covenants may be extended and renewed as provided in this section.

9.02 Amendment. So long as Declarant owns at least one (1) Home Site held primarily for sale, this Declaration may be amended unilaterally at any time and from time to time by Declarant (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith, (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Home Sites subject to these Restrictions, (iii) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Home Sites subject to these Restrictions, or (iv) if such amendment is necessary to enable any governmental agency, such as the Veterans Administration, or reputable private mortgage insurance company to insure mortgage loans on the Home Sites subject to these Restrictions; provided any such amendment shall not adversely affect the title to any Owner's Home Site, unless any such Owner so affected thereby shall consent thereto in writing. This Declaration may be amended at any time and from time to time by an agreement signed by at least seventy-five (75%) percent of the Owners' provided, however, such amendment by the Owners shall not be effective unless also signed by the Declarant, if the Declarant is the owner of any real property subject to this Declaration. No amendment to the provisions of this Declaration shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any mortgage encumbering any Home Site affected thereby unless such holder shall consent in writing thereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed for record in the Office of the Clerk of Court of that county in which the Property is located. The written consent thereto of any mortgage holder affected thereby shall also be filed with such amendment. Every purchaser or grantee of any interest in any real property now or hereafter subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that these Restrictions may be amended as provided in this Section.

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ARTICLE X
LEASES

10.01 Application. In order to assure a community of congenial Owners and thus protect the value of the residential community, the leasing of a residence, by any Owner (other than as provided herein for certain mortgagees and Declarant) shall be subject to the provisions contained in this Article so long as the Property is subject to the Restrictions.

10.02 Notice and Regulation. Any Owner intending to lease his residence, shall give written notice of such intention to the Board of Directors, stating the name and address of the intended lessee, the terms of the proposed lease and such other information as the Board may reasonably require. The Board of Directors shall have the authority to make and enforce reasonable rules and regulations in order to enforce this provision, including the right to impose fines constituting a lien upon the Home Site being leased.

10.03 Required Lease Provisions. The Board of Directors may set the minimum lease term; however, said minimum term shall not be set for less than one (1) year. All leases and lessees are subject to the provisions of the Declaration and Bylaws. The Owner must make available to the tenant a copy of this Declaration. Any leases of a residence shall be deemed to contain the provisions of Sections 10.03 (a), (b), (c) and (d), whether or not said provisions are expressly stated therein, and each Owner covenants and agrees that any lease of his residence shall contain the language of said provisions, and further, that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant on the residence. Any lessee, by occupancy of a residence, agrees to the applicability of this covenant and its incorporation as part of the lease along with the following provisions:

(a) Lessee acknowledges that promises made to Lessor, as contained in Article X, Section 10.03(a), (b), (c) and (d) of the Declaration of Covenants, Conditions and Restrictions for Arden Development Corp. which govern the leased Premises, and which provisions are incorporated within this lease agreement, are made for the benefit of the Association for the purpose of discharging Lessor's duties to the Association through Lessee's performance. In order to enforce these provisions made for the benefit of the Association, the Association may bring an action against Lessee for recovery of damages or for injunctive relief, or may impose any other sanctions authorized by the Declaration and Bylaws, as they may be amended from time to time, or which may be available at law or equity, including but not limited to, all remedies available to a landlord upon breach or default of a lease agreement by a lessee. Failure by the Association to enforce any of its rights shall in no event be deemed a waiver of the right to do so thereafter.

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(b) Lessee shall comply strictly with all provisions of the Declaration, Bylaws, and with the administrative rules and regulations adopted pursuant thereto, as any of the foregoing may be lawfully amended from time to time. Lessee shall control the conduct of his or her family and guests in order to assure compliance with the foregoing and shall indemnify and hold Lessor and the Association harmless for any such person's failure to comply. Lessee acknowledges that the violation by Lessee or any occupant or person living with Lessee of any provision of the Declaration, Bylaws, or rules and regulations adopted thereunder shall constitute a default under this lease. Lessee further acknowledges that the Association has the right to act on its own behalf, or where necessary on behalf of Lessor, as Lessor's attorney-in-fact, to seek any remedies which are available to a landlord upon breach or default of a lease agreement by Lessee.

(c) Upon request by the Association, Lessee shall pay to the Association all unpaid annual assessments and during and prior to the terms of this lease agreement and any Lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Association's request. All payments made to the Association shall reduce by the same amount Lessee's obligation to make monthly rental payments to Lessor under the Lease. If Lessee fails to comply with the Association's request to pay assessments, Lessee shall pay to the Association all late or delinquent charges, fines, interest, and costs of collection, including, but not limited to, reasonable attorney's fees actually incurred, to the same extent Lessee would be required to make such payments to the Association if Lessee were the Owner of the Premises during the term of this lease agreement and any other period of occupancy by Lessee.

(d) Lessee's rights shall be subject to all rights of the Association and any bona fide mortgage or deed to secure debt which is now or may hereafter be placed upon the Premises by Lessor.

10.04 Enforcement. For the purpose of enforcing the provisions of Section 10.03, which shall be incorporated in the provisions of any leases of a Lot, each Owner, by acceptance of a deed or other conveyance of a Lot, hereby irrevocably appoints the Association, which may act by any one of its authorized officers, as his attorney-in-fact, to enforce said provisions and to take any action, at law or equity, which could be taken by said Owner against the Lessee should Lessee default in performance under the lease agreement. Each Owner hereby further acknowledges that this power of attorney shall only apply in the event of noncompliance by a Lessee with the provisions of Section 10.03, and that the Association, its Board of Directors, employees and agents shall be held harmless by each Owner in exercising the power of attorney herein granted to the Association.

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PL 00027

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10.05 Expenses of Eviction. In the event the Association proceeds to evict the Lessee, any costs, including attorney's fees and the court costs, associated with the eviction shall be specially assessed against the residence and the Owner thereof, such being deemed hereby as an expense which benefits the residence and the Owner thereof.

10.06 Rights of Lessee. Any Lessee charged with a violation of the Declaration, Bylaws, or rules and regulations is entitled to the same rights to which the Owner is entitled as provided in the Association's Bylaws.

10.07 Rights of First Mortgagees. Notwithstanding anything to the contrary herein contained the provisions of this Article shall not apply to impair the right of any first mortgagee to:

(a) foreclosure or take title to the residence pursuant to remedies contained in any mortgage;

(b) take a deed or assignment in lieu of foreclosure; or

(c) sell, lease, or otherwise dispose of a residence acquired by the mortgagee.

ARTICLE XI
MISCELLANEOUS

11.01 Other Changes. Notwithstanding any other provisions herein which may be construed to the contrary, unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned) or Owners (other than the Declarant) of the individual residences in the Development have given their prior written approval, the Association shall not be entitled to:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Property owned, directly or indirectly, by such Association (the granting of easements for public utilities or for other public purposes consistent with the intended use of such common area or property by the Association shall not be deemed a transfer within the meaning of this clause);

(b) change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;

(c) by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of dwellings on the residences of the Development, the exterior maintenance of residences and improvements thereon, the maintenance of the Common Property or party walks or common fences or common roadways and driveways, or the upkeep of lawns and planting in the Development;

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ELECTRONICALLY FILED - 2016 Dec 30 4:48 PM - ANDERSON - COMMON PLEAS - CASE#2016CP0402028

(d) fail to maintain fire and extended coverage on insurable Association Common Property, if any, on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost);

(e) use hazard insurance proceeds for losses to any Association Common Property for other than the repair, replacement or reconstruction of such property.

11.02 Professional Management. Any agreement for professional management of the Association, or any other contract providing for services of the Declarant, may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days written notice.

11.03 No Reverted. No restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverted.

11.04 Severability. A determination by a Court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

11.05 Headings. The headings of the Articles and Section hereof are for convenience only and shall not affect the meaning or interpretation of the contents of this Declaration.

11.06 Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, plural, and vice versa.

11.07 Notices. All notices, requests, objections, waivers, rejections, agreements, approvals, disclosures or consent of any kind made pursuant to this Declaration, whether made by the Declarant, the Association, the ACC, the Owner, or any other person, shall be in writing. All such writings shall be deposited in the United States Mail, with sufficient postage and sent to the following addresses:

(a) Declarant: ARDEN DEVELOPMENT CORPORATION
2410 North Main Street, Suite A
Anderson, S.C. 29621

(b) Owner: _____

_____

_____

Any written communication transmitted in accordance with this Section 11.07 shall be deemed received on the third (3rd) day following the day such written notice is deposited in the United States Mail.

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ELECTRONICALLY FILED - 2016 Dec 30 12:12 PM - ANDERSON - COMMON PLEAS - CASE#2016CP0400028

11.08 No Liability. Declarant has, using best efforts and all due diligence, prepared and recorded this Declaration so that each and every Owner shall have the right and the power to enforce the terms and provisions of this Declaration against every other Owner. However, in the event that this Declaration is, for any reason whatsoever, unenforceable by an Owner (or any other person) in a court of law or otherwise, Declarant shall have no liability of any kind as a result of such unenforceability, and each and every Owner, by acceptance of a deed conveying a Lot, acknowledges that Declarant shall have no such liability.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be duly executed and sealed this 16th day of February, 1990.

Signed, sealed and delivered in the presence of:

ARDEN DEVELOPMENT CORP.
a South Carolina corporation

Witness

BY _____ (SEAL)
John P. Jones (President)

Witness

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON)

SWORN TO AND SUBSCRIBED BEFORE ME, THIS 16 DAY OF February, 1990.

NOTARY PUBLIC FOR SOUTH CAROLINA

My commission expires: 3-7-90

FILED FOR RECORD
ANDERSON, S.C.
MAR 23 3:20 PM '90

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON)

PERSONALLY appeared before me Laura C. Maxwell, who being first duly sworn, states that she saw the above-named John P. Jones, President, Arden Dev. Co. sign, seal and as his act and deed, deliver the within written Declaration of Covenants, Conditions and Restrictions, and that she with John J. Stathakis witnessed the execution thereof.

Sworn to before me, this 16th day of February, 1990.

Laura C Maxwell

NOTARY PUBLIC FOR SOUTH CAROLINA

My commission expires: 3-7-90.

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PL 0005

PROPERTY DESCRIPTION

ALL that certain piece, parcel or lot of land lying and being in Centerville Township, County of Anderson, State of South Carolina, and in School District Five, containing 2.22 acres, more or less, and being triangular in shape as shown on plat of Robinson Engineering Service dated October 22, 1956, of record in the Office of the Clerk of Court for Anderson County, South Carolina, in Plat Book 41, at page 104, and being more particularly described according to said plat as follows:

BEGINNING at the northwestern corner of said lot, said corner being in Concord Road and running thence N. 84 - 34 E. 920.8 feet to an iron pin corner; thence S. 73 - 20 W. 1075.8 feet to a corner in Concord Road; thence along Concord Road N. 27 - 22 E. 250 feet to the beginning corner; being bounded on the north by lands now or formerly of Waldo F. Brown, on the South by lands now or formerly of Dr. J. J. Davis, and on the West by Concord Road.

BEING the same property conveyed to J. J. Davis and Susan A. Davis by deed of Waldo F. Brown, dated November 20, 1956, and recorded in the aforesaid Clerk's Office in Deed Book 10-S, at page 277.

THIS being the same property conveyed unto Arden Development Corporation by deed of Susan A. Davis dated August 25, 1989, recorded in the aforesaid Clerk's Office in Deed Book 884 at page 54 and by deed of SCN Bank as Trustee under the Last Will and Testament of James J. Davis to Arden Development Corporation by deed dated August 25, 1989, recorded in the aforesaid Clerk's office in Deed Book 884 at page 50.

ALSO, all of that certain lot or parcel of land situated in School District Five, Centerville Township, the County of Anderson, South Carolina, containing 12.15 acres, more or less, being more particularly described shown on a plat of survey by D.M. Robinson, Registered Engineer, dated December 9, 1952, said lot being bounded on the north by lands of Waldo F. Brown, on the East and South by lands of the Foster L. Brown Estate, Concord Road intervening, and having the following courses and distances:

BEGINNING at a point at its southwestern boundary near the easterly side of the aforesaid road, thence N. 81 - 21 E. 1366.4 feet; thence N. 12 - 23 W. 519 feet; thence S. 73 - 20 W. 1075.8 feet; thence S. 27 - 22 W. 455.2 feet to the beginning corner.

EXHIBIT "A"

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BEING the same property conveyed to J.J. Davis and Susan A. Davis by deed of Waldo F. Brown and others dated December 13, 1952, recorded in the aforesaid Clerk's Office in Deed Book 9-H, at page 211.

THIS being the same property conveyed unto Ardon Development Corporation by deed of Susan A. Davis dated August 25, 1989, recorded in the aforesaid Clerk's Office in Deed Book 884, at page 54, and by deed of SCN Bank as Trustee of the Last Will and Testament of James J. Davis to Ardon Development Corporation by deed dated August 25, 1989, recorded in the aforesaid Clerk's Office in Deed Book 884 at page 50.

FILED FOR RECORD
AT 3:30 P.M.
MAY 27 3 30 PM '90

RECORDED THIS 29 DAY
OF May A.D., 1990
IN VOL 1010 PAGE 88.
AT 3:30 P. M.
Linda Rivers C.C.P.
ANDERSON COUNTY, S.C.

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DRAWING KEY:

SECTION INDICATOR:



DOOR & WINDOW SIZES (SINGLE):

WWHh

WIDTH (FEET)
WIDTH (INCHES)
HEIGHT (INCHES)
HEIGHT (FEET)

EXAMPLE 1: 6068 = 6'-0" WIDE X 6'-8" HIGH
EXAMPLE 2: 3050 = 3'-0" WIDE X 5'-0" HIGH

ROOF/ CEILING SLOPE INDICATOR

PITCH (VERT:HORIZ)
X:12

ARROW INDICATES DIRECTION OF UP SLOPE

G

100 Arde

THIS PLAN IS DESIGNED
INTERNATIONAL RESIDE
ADOPTED BY THE STATE

VERIFY ALL DIMENSIONS P

WALL BRACING TO BE P
CONTINUOUS WOOD ST
SHEATHING. ALL EXTER
CONTINUOUS SHEATHIN

Approved June 2016

GENERAL NOTES AND SPECIFICATIONS

GENERAL

Work performed shall comply with these general notes unless otherwise noted on plans. The work shall comply with all applicable local and state codes, ordinances, regulations and amendments and all other authorities having jurisdiction.

All conditions and dimensions shown on the plans shall be verified by the contractor, any discrepancies that require clarification or revisions shall be brought to the attention of the designer before commencing with the work. Ryan Moe Home Design (RMHD), it's owners and affiliates are not responsible for any loss resulting from an error or omission on these plans

Contractor shall provide the requirements of all detail callouts denoted as "TYPICAL" or "TYP." at specifically noted conditions and at all like conditions throughout the project, unless otherwise noted. All details on detail sheets titled as "TYPICAL", and not directly referenced on plans, shall be incorporated at occurring locations throughout the project. Requirements of details not denoted or titled as "TYPICAL" or "TYP" shall be provided at the specific location shown on th GRIFFIN MOTION EX le. requirements of details denoted as "SIMILAR" or "SIM" shall be provided with differences as indicated or implied on referenced details and plans.

BACKFILL AND COM

Use clean material co stumps, concrete, as against masonry wall provided. Prior to pla or organic materials. P.C.F. uniform class

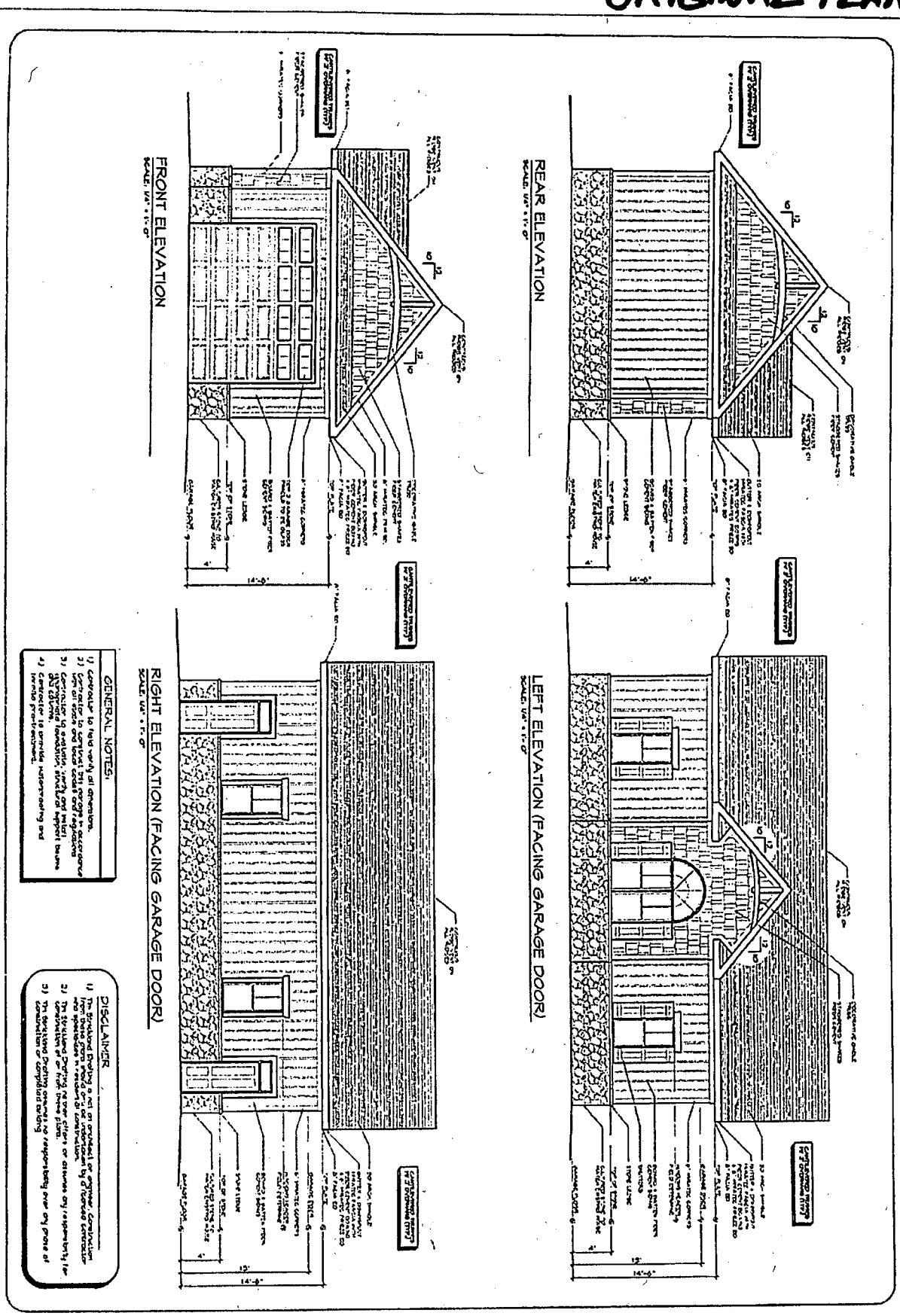
FOUNDATIONS

Compacted soil not le depth for jurisdiction noted on drawings. S unless otherwise note bearing capacity of le Foundation walls of r and in accordance wi

CONCRETE

Shall P . 8 0 imum otherwise. Concrete and garage floor slab

ORIGINAL PLAN



Griffin Garage Plan

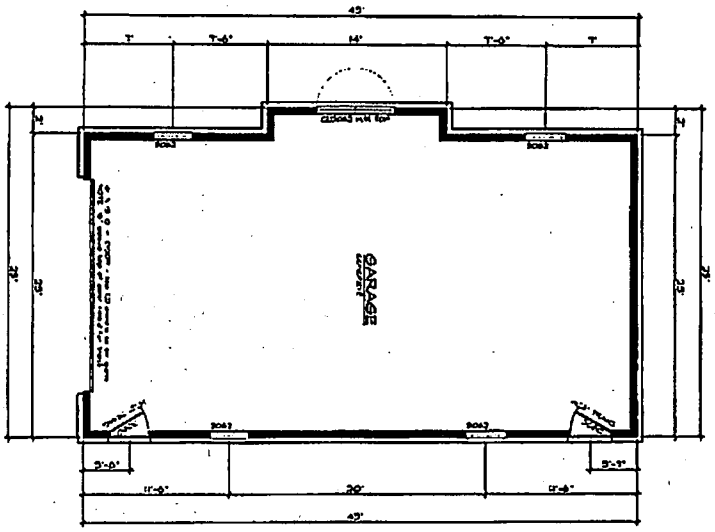
Page A-1

Tim Strickland Drafting
2307 Bellview Road
Ph. (864)933-5183

GRIFFIN MOTION EX

P. 81

ORIGINAL PLAN



FLOOR PLAN
SCALE 1/4" = 1'-0"

GENERAL NOTES:

1) Contractor to field verify all dimensions.
2) Contractor to construct this garage in accordance with all state and local codes and regulations.
3) Contractor to evaluate, verify and retain adequate foundation, structural support beams and columns.
4) Contractor to provide waterproofing and termite pre-treatment.

SQUARE FOOTAGE SUMMARY

GARAGE	484
TOTAL HEATED	484

DISCLAIMER

1) The Tim Strickland Drafting is not an architect or engineer. Construction from these plans should only be undertaken by a licensed contractor who specializes in residential construction.
2) The Tim Strickland Drafting neither offers or assumes any responsibility for construction of or from these plans.
3) The Tim Strickland Drafting assumes no responsibility over any phase of construction or completed building.

Page A-2

Griffin Garage Plan

GRIFFIN MOTION EX

Tim Strickland Drafting
2307 Bellview Road
C. 29621 Ph. (864)933-5183

DATE 4.14.16
DRAWN BY TIM STRICKLAND

Arden Chase Architectural Control Committee

101 Arden Chase • Anderson, South Carolina 29621

May 24, 2017

Mr. and Mrs. Gene Griffin
100 Arden Chase
Anderson, South Carolina 29621

Dear Gene and Beth:

The Arden Chase Architectural Control Committee met today, Wednesday, May 24, 2017.

As you know, the responsibilities of our committee include monitoring property changes to make sure they comply with our covenants and in your case with the court order. With this in mind, we need to hear from you about your intentions of building the RV garage. If you do decide to go forward with this, it will be necessary for you to first submit a revised site plan. This approval process needs to be completed before any construction begins.

Please let us have your response by June 9, 2017.

Sincerely,

Arden Chase Architectural Control Committee

Collin Bryant, Chairman

Committee Members:

Matt Elliott
Tom Smith
Marlene McClain – Ex Officio Member

KRAUSE MOORHEAD & DRAISEN P.A.

207 EAST CALHOUN STREET
ANDERSON • SOUTH CAROLINA • 29621
PHONE (864) 225-4001
FAX (864) 964-0781
WWW.KMDLAWYERS.COM

ELECTRONICALLY FILED - 2017 Jun 14 11:38 AM - ANDERSON - COMMON PLEAS - CASE#2017CP0401244

May 31, 2017

Dr. Collin Bryant, Chairman
Arden Chase Architectural Control Committee
101 Arden Chase
Anderson, South Carolina 29621

RE: Construction of RV garage at 100 Arden Chase

Dear Dr. Bryant and Committee Members:

I write in response to your letter of May 24, 2017. Please be advised that it is the intention of the Griffins to build the RV Garage in accordance with the Court's Order dated March 28, 2017 (copy attached hereto). Garage placement will be on the existing pad with the garage door angled slightly greater to make sure that the door does not face any part of Arden Chase. No revised site plan is necessary. To comply with the Court's Order, several feet will be added to the front most corner at an angle to shift the door more parallel with Concord Road. The roof will likewise be adjusted accordingly. The rest of the structure will remain unchanged and will be built in accordance with the plans as approved by the Court. I have included a sample drawing showing an approximation of how the front angle will be adjusted to comply with the Court's Order.

I trust that this adequately addresses the Committee's concerns.

Sincerely,

KRAUSE, MOORHEAD AND DRAISEN, P.A.

Daniel L. Draisen

DLD
Enclosures
cc: Mr. and Mrs. Gene Griffin

STEVEN M. KRAUSE
skrause@kmdlawyers.com
CERTIFIED NATIONAL BOARD OF TRIAL ADVOCACY

J. KIRKMAN MOORHEAD
kmoorhead@kmdlawyers.com

DANIEL L. DRAISEN
ddraisen@kmdlawyers.com
ALSO ADMITTED IN OKLAHOMA

STEVEN B. LEVEFRE
slefevre@kmdlawyers.com

TIMOTHY A. NOWACKI
tnowacki@kmdlawyers.com
ALSO ADMITTED IN IND

ELECTRONICALLY FILED - 2017 Jun 14 11:38 AM - ANDERSON - COMMON PLEAS - CASE#2017CP0401244

* APPROX. EXAMPLE OF ADJUSTMENT

SQUARE FOOTAGE SUMMARY	
GARAGE	484
TOTAL HEATED	484

GENERAL NOTES:

1) Contractor to field verify all dimensions.
2) Contractor to construct this garage in accordance with all state and local codes and regulations.
3) Contractor to conduct, verify and install appropriate foundation, structural support beams and columns.
4) Contractor to provide waterproofing and termite pre-treatment.

DISCLAIMER

1) Tim Strickland Drafting is not an architect or engineer. Construction plans based upon these plans and the engineering work by others and specifications is necessarily coordination.
2) Tim Strickland Drafting neither offers or assumes any responsibility for construction or errors these plans.
3) Tim Strickland Drafting disclaims any responsibility over any phase of construction or completed building.

Griffin Garage Plan

Page A-2

Tim Strickland Drafting
2307 Bellview Road
Anderson, S.C. 29621 Ph. (864)933-5183

DRAWN BY: TIM STRICKLAND

TRAMMELL & MILLS

LAW FIRM, LLC

ERNEST C. TRAMMELL*
FLOYD S. MILLS III
BRADLEY W. BLEDSOE*
ROY N. TRAMMELL
*ALSO MEMBERS OF GEORGIA BAR

1650 EAST GREENVILLE STREET
ANDERSON, SOUTH CAROLINA 29621

P.O. BOX 1656
ANDERSON, SC 29622
PHONE: (864) 231-7171
FAX: (864) 231-7488

June 5, 2017

Daniel L. Draisen, Esq.
KRAUSE MOORHEAD & DRAISEN, P.A.
207 East Calhoun St.
Anderson, SC 29621
(Via Electronic Mail and U.S. Mail)

RE: CONSTRUCTION OF RV GARAGE AT 100 ARDEN CHASE

Dear Daniel:

We have been asked, as the attorneys for the Arden Chase Homeowners Association ("HOA"), to respond on its behalf and on behalf of the Architectural Control Committee ("ACC") of Arden Chase to your letter of May 31, 2017 to the ACC in view of the fact that this matter is now governed, not only by the Restrictive Covenants for Arden Chase ("Restrictive Covenants"), but also by the Order of Judge Sprouse dated March 28, 2017 ("Order").

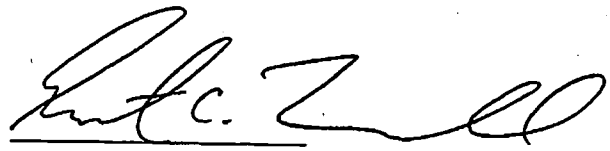
It is the opinion of the ACC, in which we concur, that neither the information contained in your letter nor the attached "Griffin Garage Plans" (sample drawing) contain sufficient information to enable the ACC to determine whether or not your clients' proposal complies with either the Restrictive Covenants or the Order. By way of example, you state that the garage placement will be on the existing pad yet the sample drawing appears to show a new wall extension at an angle, an "adjustment" to the roof, as well as a new location for the garage door. These new details were not shown on the original drawings submitted previously and thus were not part of the proposed garage "currently planned" on which the Court based its findings and conclusions. Therefore, as required by the Restrictive Covenants, plans and specifications regarding this new structure must be submitted to the ACC for their review before the ACC can properly determine whether this new structure can be approved or disapproved.

We would also point out that, based upon our review of the Order of Judge Sprouse, this proposed new structure, as presented, does not comply, in our opinion, with the Court's Order and we have so advised the ACC. Judge Sprouse clearly stated that ..."The Defendants can bring their proposed garage into compliance by changing its direction so that a straight line from each corner of the side of the garage containing the door intersects Concord Road instead of Arden Chase Street." (Emphasis added). The concrete pad on which the proposed garage referenced in said Order is located is a part of that structure. In the sample drawing enclosed with your letter, it appears that the corners of that pad still face in that same direction which was

found by the Court to be in violation of the Covenants. It is our interpretation of this Order that compliance requires that the existing concrete pad must be completely re-configured so that a straight line from each corner of the side of the garage containing the door, i.e. both sides, intersects Concord Road instead of Arden Chase Street. This has not been done.

Finally, we respectfully ask that you remind your client of the Provision 5.05 of the Arden Chase Restrictive Covenants.

Yours Very Truly,



Ernest C. Trammell



J. Franklin McClain

cc: Dr. Collin Bryant
Dr. Matt Elliott
Mr. Tom Smith
Mrs. Marlene McClain

ELECTRONICALLY FILED - 2017 Jun 14 11:38 AM - ANDERSON - COMMON PLEAS - CASE#2017CP0401244
ELECTRONICALLY FILED - 2017 Sep 05 12:34 PM - ANDERSON - COMMON PLEAS - CASE#2017CP0401244

From: Ernie Trammell [mailto:ernie@trammellandmills.com]
Sent: Monday, June 05, 2017 5:01 PM
To: Daniel Draisen <ddraisen@kmdlawyers.com>
Cc: dcollinbryant@gmail.com; elcidb05@gmail.com; tsmith29621@gmail.com; marlenetmcclain@gmail.com
Subject: Construction of RV garage at 100 Arden Chase

Daniel,

Frankie McClain and I have been asked to represent the Arden Chase Homeowners' Association ("HOA") and the Architectural Control Committee ("ACC") regarding the above-referenced issue. Please see the attached letter (which is also being sent by U.S. mail) setting forth the positions of the HOA and ACC.

We look forward to hearing from you.

Best regards,

Ernest C. Trammell
Trammell & Mills Law Firm, LLC
Post Office Box 1656
Anderson, South Carolina 29622
(864) 231-7171
(864) 231-7488 (Fax)

ELECTRONICALLY FILED - 2017 Jun 14 11:38 AM - ANDERSON - COMMON PLEAS - CASE#2017CP0401244
ELECTRONICALLY FILED - 2017 Sep 05 12:34 PM - ANDERSON - COMMON PLEAS - CASE#2017CP0401244

From: Daniel Draisen
To: Ernie Trammell
Cc: "ggarif@aol.com"
Subject: RE: Construction of RV garage at 100 Arden Chase
Date: Monday, June 05, 2017 5:13:08 PM
Attachments: image001.png

Ernie: My client will not entertain any further interference from the ACC on the garage matter. Approval from the prior ACC was obtained and the Final Court Order was not appealed. We believe the Order is clear and that we are complying with same. The corners on the door side will be adjusted so the door faces Concord Road as required by the Judge. We do not believe the Judge ordered that we take up the existing pad and re-pour it. If we can adjust the door angle without doing so, that is approved. What he ruled was based on a finding that the door cannot face any part of Arden Chase. We are not going through any other approval process just to be back where we were before. Take whatever action you believe is necessary on behalf of the ACC. This time we will seek fees and costs. If the Court needs to "clarify" its order with regard to what we plan, so be it.

Alternatively, if the owners want to pay the Griffins back every cent they have in the matter including their legal fees and the cost to remove the pad (probably some $50,000), the Griffins would consider not building the garage, removing the pad, and building it elsewhere. In the absence of this, the garage is going to be built.

Regards, Daniel

DANIEL L. DRAISEN
ATTORNEY
KMD LAWYERS KRAUSE MOORHEAD & DRAISEN P.A.

207 E. CALHOUN ST.
ANDERSON, SOUTH CAROLINA 29621
TEL (864) 225-1000
FAX (864) 964-0788
EMAIL: DDRAISEN@KMDLAWYERS.COM
WWW.KMDLAWYERS.COM

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STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

IN THE COURT OF COMMON PLEAS

ARDEN CHASE HOMEOWNERS' ASSOCIATION, INC.,

Plaintiffs,

-vs-

EUGENE L. GRIFFIN, JR., and BETH KING GRIFFIN,

Defendants

AFFIDAVIT OF JOHN "JACK" JONES

C/A No 2017-CP-04-01244

PERSONALLY APPEARED BEFORE ME, John "Jack" Jones, who, being first duly sworn, states that he is over the age of eighteen (18) years, resides at 403 Concord Avenue, in Anderson, South Carolina, and that he freely and voluntarily gives the following statement:

1. I am a South Carolina Licensed Residential Builder holding license number 3276.

2. I was hired by Gene and Beth Griffin to construct a detached garage on their property in Arden Chase.

3. I am familiar with the litigation surrounding the construction of the garage, and am aware of the rulings contained in Judge Sprouse's Order of March 28, 2017.

4. Particularly, I am aware that Judge Sprouse held that:

> 25. The Defendants can bring their proposed garage into compliance by changing its direction so that a straight line from each corner of the wall containing the garage door intersects Concord Road instead of Arden Chase Street.

5. I have determined that in order to meet the requirements as set forth by Judge Sprouse the front left garage wall needs to be extended and turned a number of feet. By doing so, when the wall containing the garage door is connected to the original length of the rear right wall the angle of garage door wall will be shifted such that will intersect only Concord Road and no part of Arden Chase Street (Arden Drive).

6. The attached elevation and floor plan drawings fairly and accurately depict the necessary extension and turning of the front left garage wall and the resulting angle change of the wall containing the garage door.

7. I hereby certify and attest that a garage constructed in accordance with the attached plans will be in full compliance with Judge Sprouse's Order, that the direction of the wall containing the garage door, when a straight line is drawn from each corner of that wall, will not intersect any portion of Arden Drive, and that such wall will intersect Concord Road only.

8. Other than the minor changes deemed necessary to bring the garage into compliance in accordance with the March 28, 2017 Order, the plans and specifications, as well as the materials to be used, are the same as those submitted previously to Judge Sprouse in the litigation surrounding the construction of the subject garage.

FURTHER AFFIANT SAYETH NOT.

JOHN JONES

John Jones, by signing below, states that he has read the foregoing Affidavit and all matters alleged therein are true and correct to the best of his knowledge. Further, he acknowledges and understands that: **A FALSE STATEMENT CONCERNING THE FACTS CONTAINED IN THIS AFFIDAVIT MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL PENALTIES AS PROVIDED BY LAW.**

WITNESS #1

JOHN JONES

WITNESS #2

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

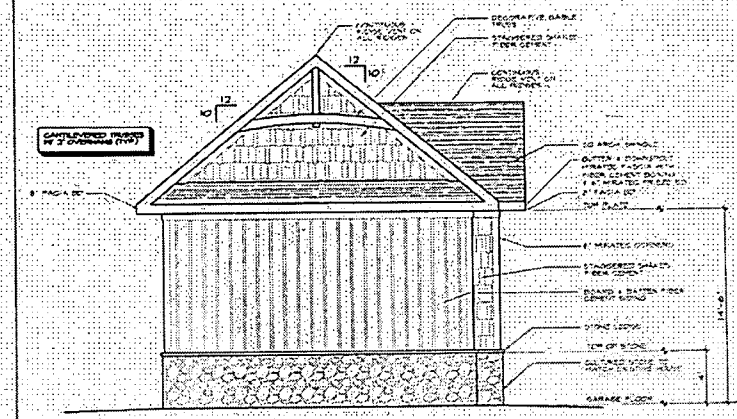
ATTESTATION

PERSONALLY appeared before me DANIEL L DRAISEN and made oath that (s)he witnessed JOHN JONES sign the foregoing Affidavit and that (s)he saw HIM witness the execution thereof. The witness further certifies that s/he is not an interested party to the transaction and that s/he personally witnessed the affiant sign the within document.

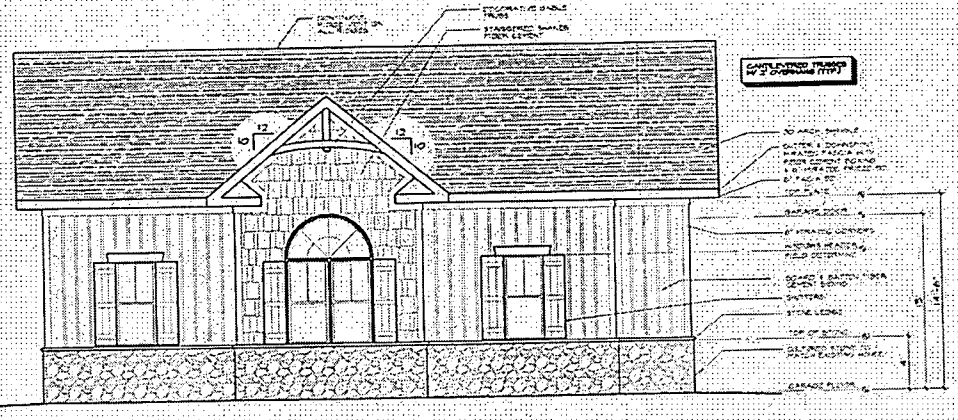
WITNESS #1

SWORN TO AND SUBSCRIBED BEFORE
ME this 30 day of August, 2017.

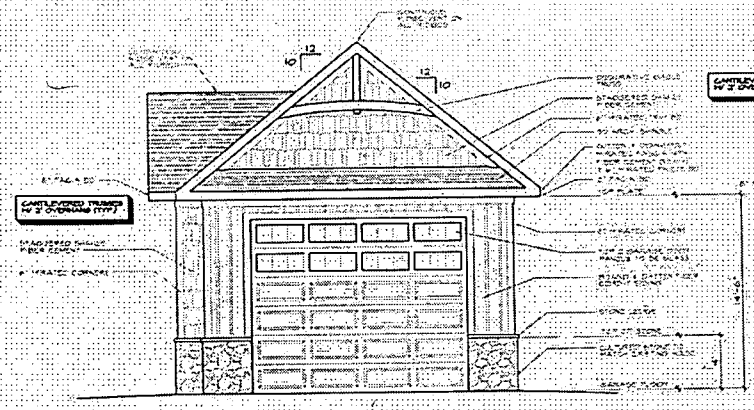
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: April 14, 2018



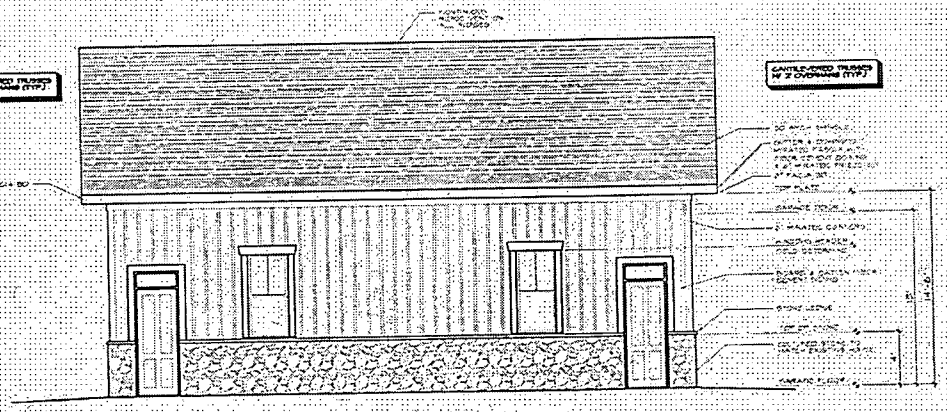
REAR ELEVATION
SCALE: 1/4" = 1'- 0"



LEFT ELEVATION (FACING GARAGE DOOR)
SCALE: 1/4" = 1'- 0"



FRONT ELEVATION
SCALE: 1/4" = 1'- 0"



RIGHT ELEVATION (FACING GARAGE DOOR)
SCALE: 1/4" = 1'- 0"

GENERAL NOTES:

1) Contractor to field verify all dimensions.
2) Contractor to construct this garage in accordance with all state and local codes and regulations.
3) Contractor to evaluate, verify and install appropriate foundation, structural support beams and columns.
4) Contractor to provide waterproofing and termite pre-treatment.

DISCLAIMER

1) Tim Strickland Drafting is not an architect or engineer. Construction from these plans should only be undertaken by a licensed contractor who specializes in residential construction.
2) Tim Strickland Drafting neither offers or assumes any responsibility for construction at or from these plans.
3) Tim Strickland Drafting assumes no responsibility over any phase of construction or completed building.

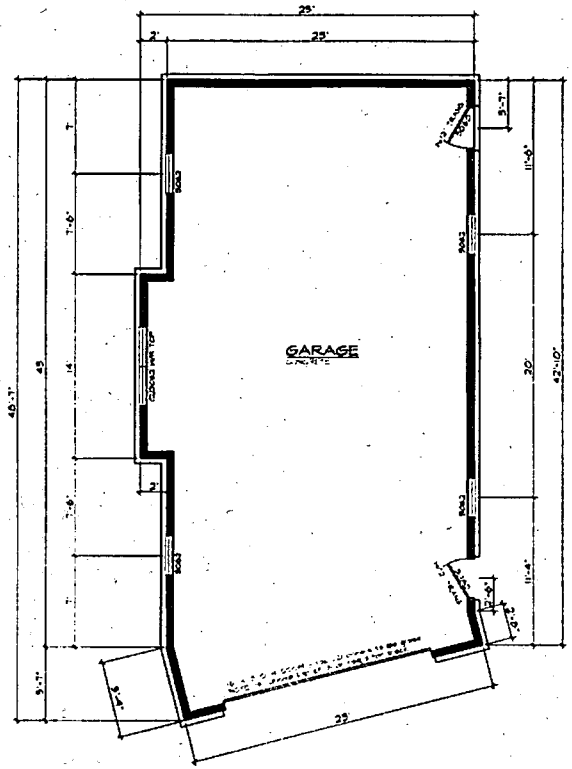
DATE: 03.30.11
DRAWN BY: TIM STRICKLAND

Tim Strickland Drafting
2307 Bellview Road
Anderson, S.C. 29621 Ph. (864)933-5183

Griffin Garage Plan

345

Page
A-1



FLOOR PLAN

SCALE: 1/4" = 1'-0"

SQUARE FOOTAGE SUMMARY	
GARAGE	1,055
TOTAL HEATED	1,055

GENERAL NOTES:

1) Contractor to field verify all dimensions.
2) Contractor to construct this garage in accordance with all state and local codes and regulations.
3) Contractor to evaluate, verify and install appropriate foundation, structural support beams and columns.
4) Contractor to provide waterproofing and termite pre-treatment.

DISCLAIMER

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2) Tim Strickland Drafting neither offers or assumes any responsibility for construction of or from these plans.
3) Tim Strickland Drafting assumes no responsibility over any phase of construction or completed building.

DATE: 06 30 17

DRAWN BY: TIM STRICKLAND

Tim Strickland Drafting
2307 Bellview Road
Anderson, S.C. 29621 Ph. (864)933-5183

Griffin Garage Plan

346

Page A-2

Daniel Draisen

From: Daniel Draisen
Sent: Friday, October 13, 2017 3:21 PM
To: Ernie Trammell; fmcclain@cityofandersonsc.com
Cc: 'gggrif@aol.com'
Subject: Arden Chase - ACC Submittal
Attachments: REVISED Garage Plan to ACC.pdf; Order Denying Pls Motion Alter or Amend.pdf

Importance: High

Dear Ernie and Frankie:

Please see attached letter and plans submittal to the Arden Chase ACC, along with Judge Sprouse's Order issued today if you have not yet seen it.
I would ask that you deliver these plans and the Griffins' request for approval to the appropriate members of the ACC. We look forward to the prompt approval of the "revised" plans.

Kind regards, Daniel

DANIEL L. DRAISEN
ATTORNEY

KMD LAWYERS KRAUSE MOORHEAD & DRAISEN P.A.

207 E. CALHOUN ST.
ANDERSON, SOUTH CAROLINA 29621
TEL (864) 225-4000
FAX (864) 964-0788
EMAIL: DDRAISEN@KMDLAWYERS.COM
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207 EAST CALHOUN STREET
ANDERSON • SOUTH CAROLINA • 29621
PHONE (864) 225-4000
FAX (864) 964-0788
WWW.KMDLAWYERS.COM

October 13, 2017

Ernest C. Trammell, Esq.
J. Franklin McClain, Esq.
c/o Trammell and Mills Law Firm
1650 E. Greenville Street
Anderson, South Carolina 29621

RE: **Submission of REVISED Garage Plan to the Arden Chase Architectural Control Committee (ACC)**

Dear Ernie and Frankie:

Pursuant to Judge Sprouse's ruling today in which the Court held:

The Defendants' modified plan, which slightly increases the square footage of the building and changes the configuration of the front of the building so that only one wall is turned, would constitute a new plan which would require submission to the board. Modification, however slight, of the building as configured on the plan submitted to the Court in the trial, would be a different plan.

The Court recognizes the effect of this ruling, which is made in an effort to enforce the governing restrictive covenants. Counsel for the Defendants has set forth practical reasons why this new plan would actually be less visible from the roadway of the subdivision than the original building if it were turned. The Court also is mindful of the emotions existing in the subdivision. The Defendants are fearful that the current Architectural Control Committee will summarily reject any proposed plans, even if they comply in all aspects with the restrictive covenants. As pointed out at the hearing, an unreasonable rejection of a reasonable plan is actionable. The Court would encourage the parties to resolve this issue prior to any further litigation.

Accordingly, on behalf of Gene and Beth Griffin, I am herby formally submitting to you as attorneys for the Arden Chase Homeowners' Association, the "revised" garage plans for the Griffin's detached garage (along with a copy of the original plans for ease of reference).

STEVEN M. KRAUSE skrause@kmdlawyers.com CERTIFIED NATIONAL BOARD OF TRIAL ADVOCACY
J. KIRKMAN MOORHEAD kmoorhead@kmdlawyers.com
DANIEL L. DRAISEN
STEVEN B. LEVEFRE slefevre@kmdlawyers.com
TIMOTHY A. NOWACKI tnowacki@kmdlawyers.com ALSO ADMITTED

These same plans were attached to Defendants' Motion for Summary Judgment filed with the Court, along with the Affidavit of John Jones certifying that the wall containing the garage door will face no part of Arden Drive.

Please note that the precise physical location of the proposed "revised" garage on the Griffin lot is on the site of the existing concrete pad constructed, as modified, for the revised garage plans. Since the building is partially constructed at this point, we assume the ACC will have no difficulty determining where the Griffins proposed to place the structure on their lot.

We look forward to prompt approval of the "revised" garage plans by the ACC. Should you have any questions or concerns, please feel free to contact me at any time.

With best regards, I remain

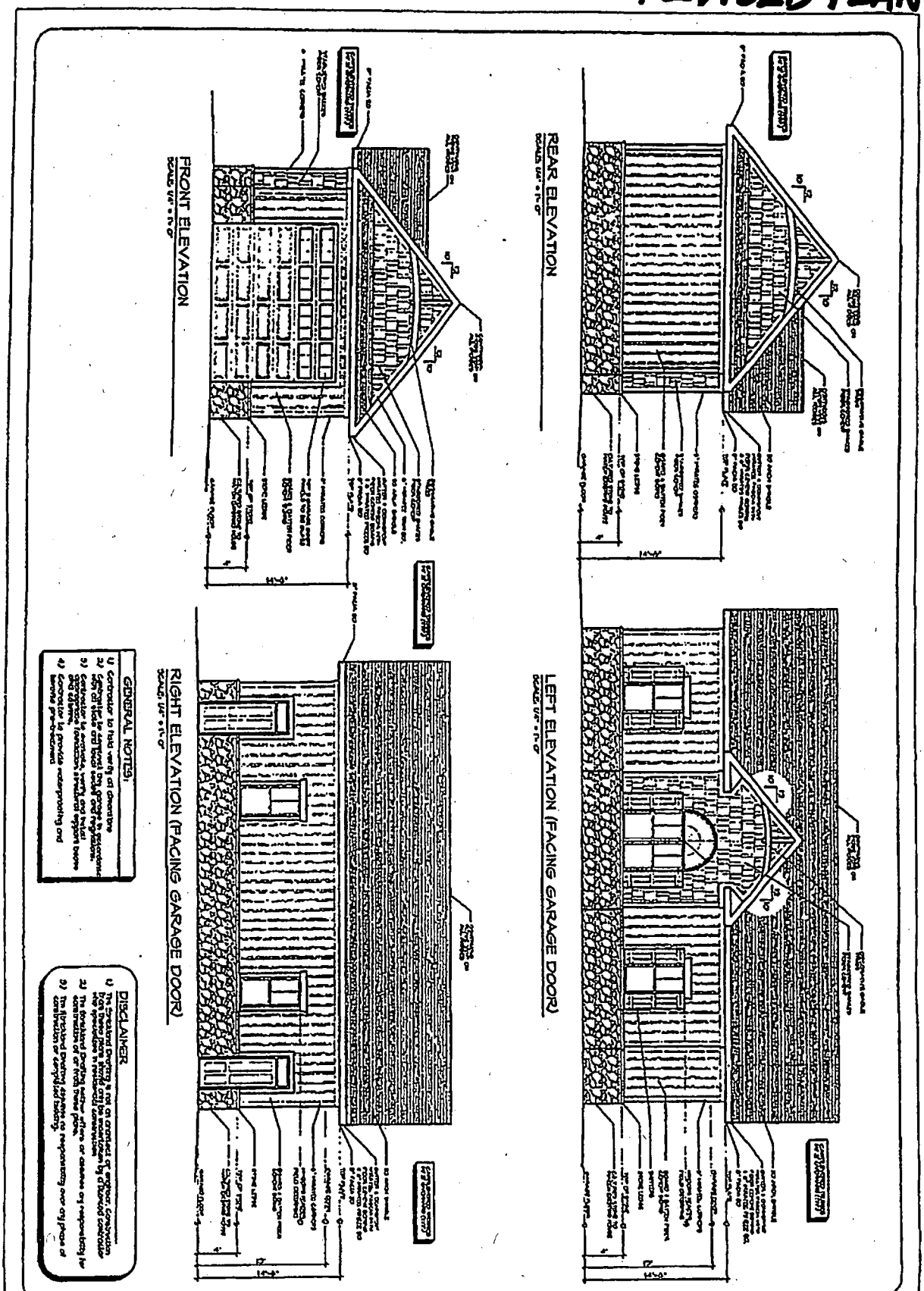
Sincerely,

KRAUSE, MOORHEAD & DRAISEN, P.A.

Daniel L. Draisen

DLD
Enclosures
cc: Client

REVISED PLAN

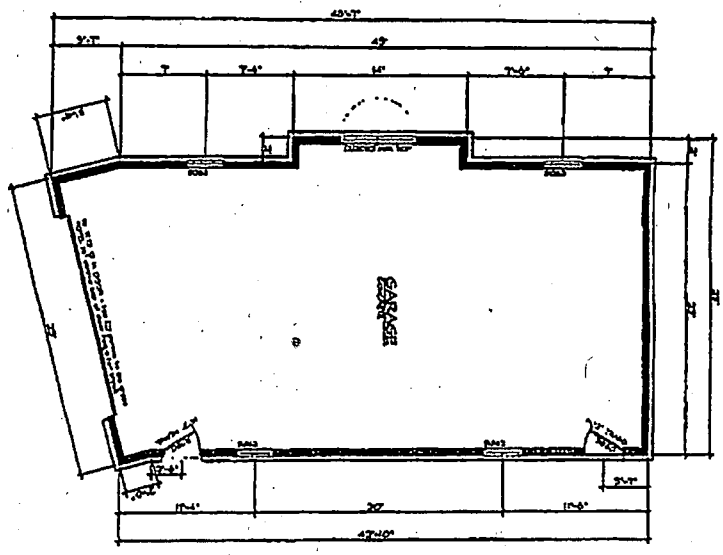


Griffin Garage Plan

Page A-1

Tim Strickland Drafting
2307 Bellview Road
Anderson, S.C. 29621 Ph. (864)933-5183

REVISED PLAN



FLOOR PLAN

GENERAL NOTES:

SQUARE FOOTAGE SUMMARY

GARAGE	1233
TOTAL HEATED	1233

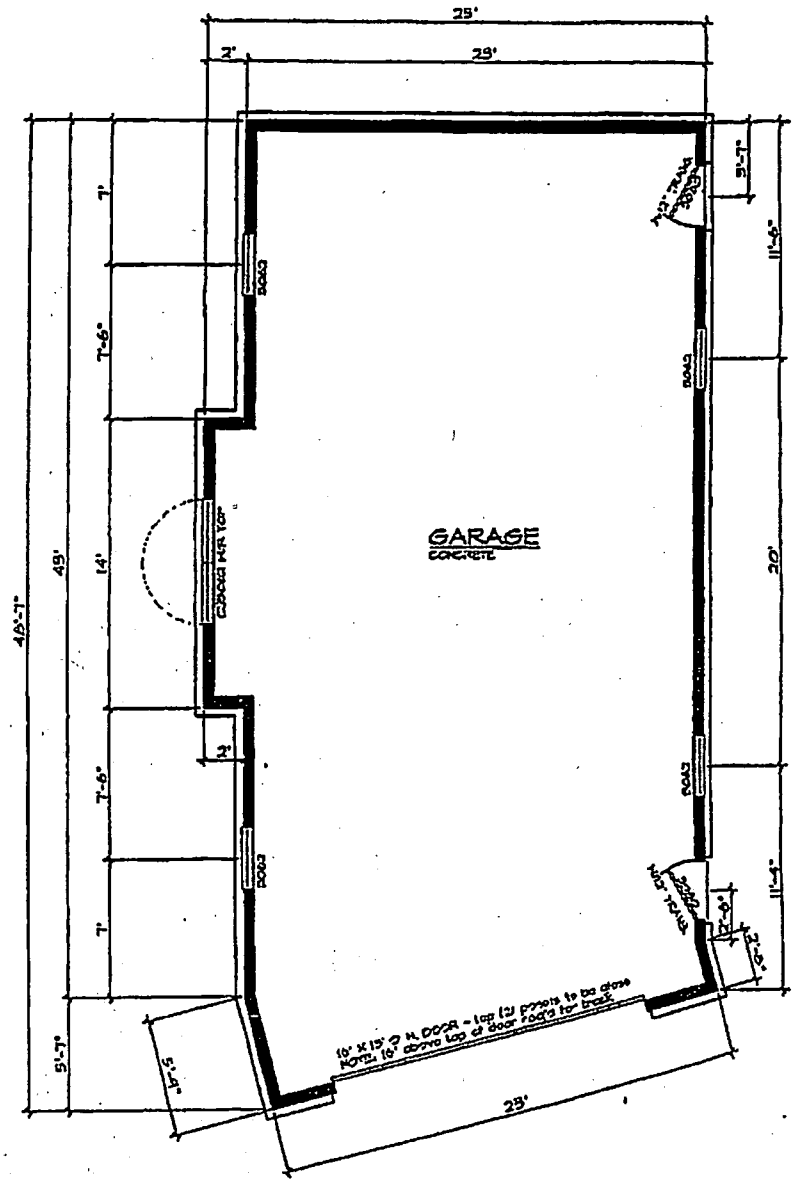
DISCLAIMER

Page A-2

Griffin Garage Plan

Tim Strickland Drafting
2307 Bellview Road
Anderson, S.C. 29621 Ph. (864)933-5183

REVISED -
EXPANDED VIEW



FLOOR PLAN
SCALE: 1/4" = 1'-0"

GENERAL NOTES:

1) Contractor to field verify all dimens
2) Contractor to comply with all state, P. 23 codes and
3) Contractor to evaluate, verify and

ORIGINAL PLAN

GRIFFIN MOTION EX

P.24

REAR ELEVATION

LEFT ELEVATION (FACING GARAGE DOOR)

FRONT ELEVATION

RIGHT ELEVATION (FACING GARAGE DOOR)

GENERAL NOTES

1) Contractor to field verify all dimensions.
2) Contractor to construct this garage in accordance with all state and local current code regulations.
3) Contractor to evaluate, verify and install all required foundation, structural support beams and lintels.
4) Contractor to provide waterproofing and termite pre-treatment.

DISCLAIMER

1) Tim Strickland Drafting is not an architect or engineer. Construction from these plans should or is to be supervised by a licensed contractor who specializes in residential construction.
2) Tim Strickland Drafting neither offers or assumes any responsibility for construction of or from these plans.
3) Tim Strickland Drafting assumes no responsibility over any phase of construction or completed building.

DATE: 4.14.06
DRAWN BY: TIM STRICKLAND

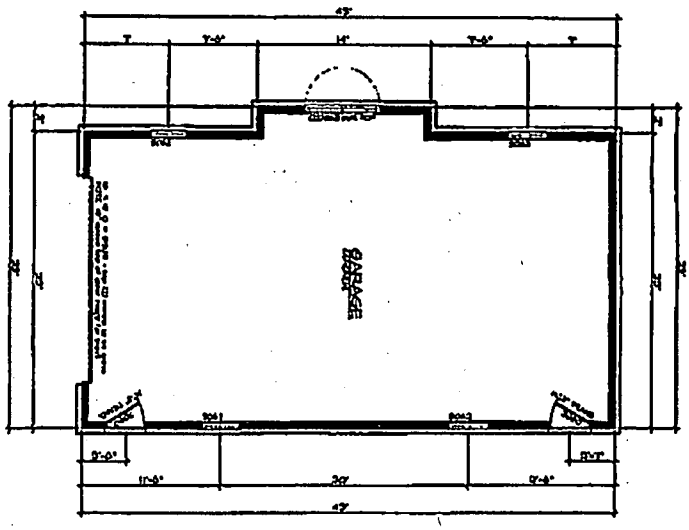
Tim Strickland Drafting
2307 Bellview Road
Anderson, S.C. 29621 Ph. (864)933-5183

Griffin Garage Plan

Page
A-1

253

ORIGINAL PLAN



FLOOR PLAN

GENERAL NOTES:

DISCLAIMER

SQUARE FOOTAGE SUMMARY

Page A-2

Griffin Garage Plan

Tim Strickland Drafting
2307 Bellview Road
Anderson, S.C. 29621 Ph. (864)933-5183

Daniel Draisen

Subject: FW: Arden Chase - ACC Submittal
Attachments: ACC letter.docx

From: Frankie McClain [mailto:fmcclain@CITYOFANDERSONSC.com]
Sent: Monday, October 16, 2017 2:45 PM
To: Daniel Draisen <ddraisen@kmdlawyers.com>
Cc: Ernie Trammell <ernie@trammellandmills.com>; Collin Bryant <dcollinbryant@gmail.com>; Matt Elliott <elcidb05@gmail.com>; Tom Smith <tsmith29621@gmail.com>
Subject: RE: Arden Chase - ACC Submittal

Dear Danny,
Attached is the decision of the ACC.

Very truly yours,
Frankie

October 16, 2017

To: Mr and Mrs Griffin, 100 Arden Chase

From: Arden Chase Architecture Control Committee
D. Collin Bryant, Chairman

Re: ACC Review and Action on Revised RV Garage Plans

On Friday, October 13, 2017, Eugene Griffin's attorney, Mr. Daniel Draisen, submitted revised plans for a detached garage on Griffin's property at 100 Arden Chase. This was in response to Judge Sprouse's order given that day where there were findings pertinent to the Architecture Control Committee (ACC): (1.) Griffin's modified plan constituted a new plan that required submission to the ACC for review and action, (2.) Judge Sprouse's original ruling did in fact require the turning of the entire garage to be in compliance and (3.) Any unreasonable disapproval by the ACC could be grounds for future litigation by Griffin.

Acceptance of Service. These plans were emailed to Arden Chase HOA attorney, Mr. Frankie McClain, who subsequently forwarded the email on to the ACC and we accepted service on 10/13/17.

Submission of Plans and Specifications. Section 5.05 of the Arden Chase Covenants states that plans should contain: (a) site plan, (b) foundation plan, (c) floor plan, (d) exterior elevations, (e) specification of materials and (f) detailed plans for landscaping and grading. The plans submitted via email meet this standard, except for (f) detailed plans for landscaping and grading. Considering the magnitude of this project, landscaping and grading plans are an important piece of the overall plan. Upon inspection, the revised plans appear to be identical to the original plans except for slight modifications to the left and right walls. The structure retains the overwhelming majority of its original shape, size and orientation.

Grounds for Approval/Disapproval. The Covenants list certain measures which all plans must meet to be approved and Judge Sprouse compared the original plan to the covenants and found it lacking in one main area, the opening of the garage facing Arden Chase Street (3/28/17 Order).

ACC Review and Action. The ACC finds the design of the revised garage rather peculiar. The addition of an approximate 5' wall on the left side and an approximate 2' wall on the right side appears to serve no practical purpose and, in fact, may make it more difficult to serve its intended use.

Nevertheless, the issue remains: does the garage comply with the Arden Chase Covenants and with Judge Sprouse's orders requiring the opening to not face Arden Chase Street? For guidance, we will review Judge Sprouse's orders.

In the 3/28/17 order, Judge Sprouse gave the Griffins one clear way to bring their garage into compliance. The court stated *"The Defendants can bring their proposed garage into compliance by changing its direction so that a straight line from each corner of the side of the garage containing the door intersects Concord Road instead of Arden Chase Street."* In the 10/13/17 clarification, Judge Sprouse stated *"The Court's intent in the previous order was that* ***the structure as indicated on the submitted plans, was allowed on the condition that the entire structure was turned to comply with the restrictive covenants****."*

It is clear that Judge Sprouse intended for the original structure to be turned in its entirety to be in compliance, but Griffin chose not to turn the entire structure. Instead, the original foundation and structure were kept and the opening was modified with a slight angle added to the left wall and the right wall. Does this modification satisfy Judge Sprouse's order?

Since significant progress has been made on the construction of the garage, the orientation of the building and the direction of the garage door is evident. The garage was constructed on the original concrete pad (Draisen letter to ACC 6/5/17). The small modification/angulation of side walls does not materially change the appearance and/or orientation of the garage and, as a result, the garage door has not moved and its opening still faces Arden Chase Street. Furthermore, landscaping plans as required by 5.05 were omitted from the revised plans submitted to the ACC on October 13, 2017. Therefore, the garage, as submitted and as currently constructed, does not satisfy the requirements for proper plan submission, Arden Chase's Covenants nor Judge Sprouse's order. As a result, the ACC disapproves of the plan submitted via email on October 13, 2017.

Additionally, the ACC recalls that we previously attempted to obtain these same "revised plans" back in May 2017. As a response, a handdrawn sketch on the original site plan was submitted to the ACC on May 31, 2017 by Griffin's attorney Daniel Draisen. The ACC responded stating that there was not enough information to make a decision on approval or disapproval and the sketch/plan was not approved. Mr. Draisen responded to the ACC via an email to HOA attorney Ernie Trammell on June 5, 2017:

"Ernie: My client will not entertain any further interference from the ACC on the garage matter. Approval from the prior ACC was obtained and the Final Court Order was not appealed. We believe the Order is clear and that we are complying with the same. **The corners on the door side will be adjusted so the door faces Concord Road as required by the Judge.** We do not believe the Judge ordered that we take up the existing pad and re-pour it. If we can adjust the door angle without

doing so, that is approved. **What he ruled was based on a finding that the door cannot face any part of Arden Chase**. We are not going through any other approval process just to be back where we were before. Take whatever action you believe is necessary on behalf of the ACC. This time we will seek fees and costs. If the Court needs to "clarify" its order with regard to what we plan, so be it.

Alternatively, if the owners want to pay the Griffins back every cent they have in the matter including their legal fees and the cost to remove the pad (probably some $50,000), the Griffins would consider not building the garage, removing the pag and building it elsewhere. In the absence of this, the garage is going to be built.

Regards, Daniel"

By the admission of Griffin's own attorney, the garage as it is currently constructed does not comply with the Judge's order.

Afterwards, construction commenced without the ACC receiving a set of plans that were actionable and without approval from the ACC. To be absolutely clear, all construction has been without any approval from the ACC, as required by the Arden Chase covenants.

If he so chooses, Griffin may re-submit plans with the entire structure repositioned so that it is in compliance with the Arden Chase Covenants and the orders of Judge Sprouse. As stated in 5.07 (c), the ACC stands ready to work with Griffin to bring his plans into compliance. Until such time, the garage is not approved by the ACC and further improvements are in violation of 5.10.

Please do not hesitate to contact me via email at dcollinbryant@gmail.com or by phone on my personal cell phone at 843-425-6441.

Kindest Regards,

D. Collin Bryant
Chairman
Arden Chase Architecture Control Committe

Daniel Draisen

From: Daniel Draisen
Sent: Thursday, October 26, 2017 3:54 PM
To: Collin Bryant
Cc: fmcclain@cityofandersonsc.com; ernie@trammellandmills.com
Subject: SECOND Resubmission of Plans to ACC
Attachments: Second Revised Plan Submission to ACC.pdf

Dear Dr. Bryant: As Chairman of the Arden Chase ACC, we hereby submit the attached SECOND Revised Plan submission for the Griffin garage. We believe this submission resolves any deficiency in the required documentation. Regards,

DANIEL L. DRAISEN
ATTORNEY

KMD LAWYERS KRAUSE MOORHEAD & DRAISEN P.A.

207 E. CALHOUN ST.
ANDERSON, SOUTH CAROLINA 29621
TEL (864) 225-4000
FAX (864) 964-0788
EMAIL: DDRAISEN@KMDLAWYERS.COM
WWW.KMDLAWYERS.COM

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KRAUSE MOORHEAD & DRAISEN P.A.

207 EAST CALHOUN STREET
ANDERSON • SOUTH CAROLINA • 29621
PHONE (864) 225-4000
FAX (864) 964-0788
WWW.KMDLAWYERS.COM

October 26, 2017

VIA E-MAIL AND US MAIL

Dr. Collin Bryant, Chairman
Arden Chase Architectural Control Committee
101 Arden Chase
Anderson, South Carolina 29621

RE: Construction of RV garage at 100 Arden Chase

Dear Dr. Bryant and Committee Members:

We again attended a court hearing yesterday regarding the Griffin's garage. Judge Sprouse made it clear to all parties that there is currently no action pending before the Court with regard to the garage, and that any re-submission of plans by the Griffins necessitated by the change in the angle of the front wall and the addition of square footage should be treated as a "new" submission to the ACC for review. The ACC's October 16th denial of the re-submission in large part re-hashes the ACC's view of the past actions (which are irrelevant to the re-submitted plans), and as I understand it the denial was based upon a) that the plans submitted did not include the landscaping plan, and b) that the "small modification/angulation of sidewalls does not materially change the appearance and/or orientation of the garage and, as a result, the garage door has not moved and its opening still faces Arden Chase road."

To make the record in this matter perfectly clear, and to resolve any deficiencies in the October 13th re-submission, I hereby submit the following to the ACC for its review and consideration:

1. The revised floor/foundation plan (the foundation is shown on the floor plan);
2. The revised elevation drawings (the materials to be used are specified on the elevation drawings);
3. The landscaping plan; and
4. The site plan (as the structure is partially built, the precise location can be determined by a site visit).

STEVEN M. KRAUSE
skrause@kmdlawyers.com
CERTIFIED NATIONAL BOARD OF TRIAL ADVOCACY

J. KIRKMAN MOORHEAD
kmoorhead@kmdlawyers.com

DANIEL L. DRAISEN

STEVEN B. LEVEFRE
slefevre@kmdlawyers.com

TIMOTHY A. NOWACKI
tnowacki@kmc
ALSO ADMITTED

In regard to the ACC's assertion in its October 16th denial letter that the "small modification/angulation of sidewalls does not materially change the appearance and/or orientation of the garage and, as a result, the garage door has not moved and its opening still faces Arden Chase road" is incorrect.

As specified in Judge Sprouse's Order, in order to determine whether the garage doors face any part of Arden Chase road the ACC is to do the following:

> However, as noted above, a straight line extended from the front of the proposed garage intersects Arden Chase Street before it intersects Concord Road. Since this path collides with Arden Chase Street in roughly the same area that the front door faces, it is impossible to consider it differently. This strikes the Court as the obvious purpose of the restriction. The Court rejects the argument that additional garages would not be subject to the same restrictions as the mandatory garage. There is no evidence to support the Defendants' contention that the restrictive covenants equate the "open to the roadway" standard with the opening of the structure being in a perpendicular direction from the roadway.
>
> 25. The Defendants can bring their proposed garage into compliance by changing its direction so that a straight line from each corner of the wall containing the garage door intersects Concord Road instead of Arden Chase Street.

The Court provides the ACC with guidance on how to make this determination. The language of the Order does not hold that the garage door itself cannot not be visible from Arden Chase road, but rather that when a straight line is drawn from each corner of the wall containing the garage door none of those lines intersect Arden Chase road. We assert, as has been certified by Jack Jones, the contractor, that when a straight line is

KRAUSE MOORHEAD & DRAISEN P.A.

pulled from each corner of the wall containing the garage door, even the left side (closest to Arden Case road) is some 18 feet off the curb and clearly intersects only Concord Road. We certainly invite the ACC to pull a string from the corners of the garage to verify this, or to hire a surveyor to do so.

In addition, the Griffins contend that the appearance of the garage is substantially unchanged from the "approved" plans other than the small modification/angulation of the front wall.

The issue of whether a detached garage is permitted was resolved by the Court, the issue of whether the size of the proposed garage is permitted was resolved by the Court, the issue of the appearance of the garage was resolved by the Court. The only issue that remained was the proposed orientation of the garage door in relation to the roadway. For this, the Court provided specific guidance as is set forth above.

At yesterday's hearing, the Judge made it clear that the plans before him were the original garage plans. He also made it clear that his ruling only pertains to those plans, and not to any other plans that may be submitted to the ACC (specifically indicating that while turning the entire structure for the original plans would satisfy the Covenants, this was not the only option).

Accordingly, having now made certain that the submittals to the ACC are not deficient, we again ask the ACC to reconsider approval of the Griffin garage. Should the ACC again deny approval, we would ask that the ACC state with specificity each and every basis for its denial.

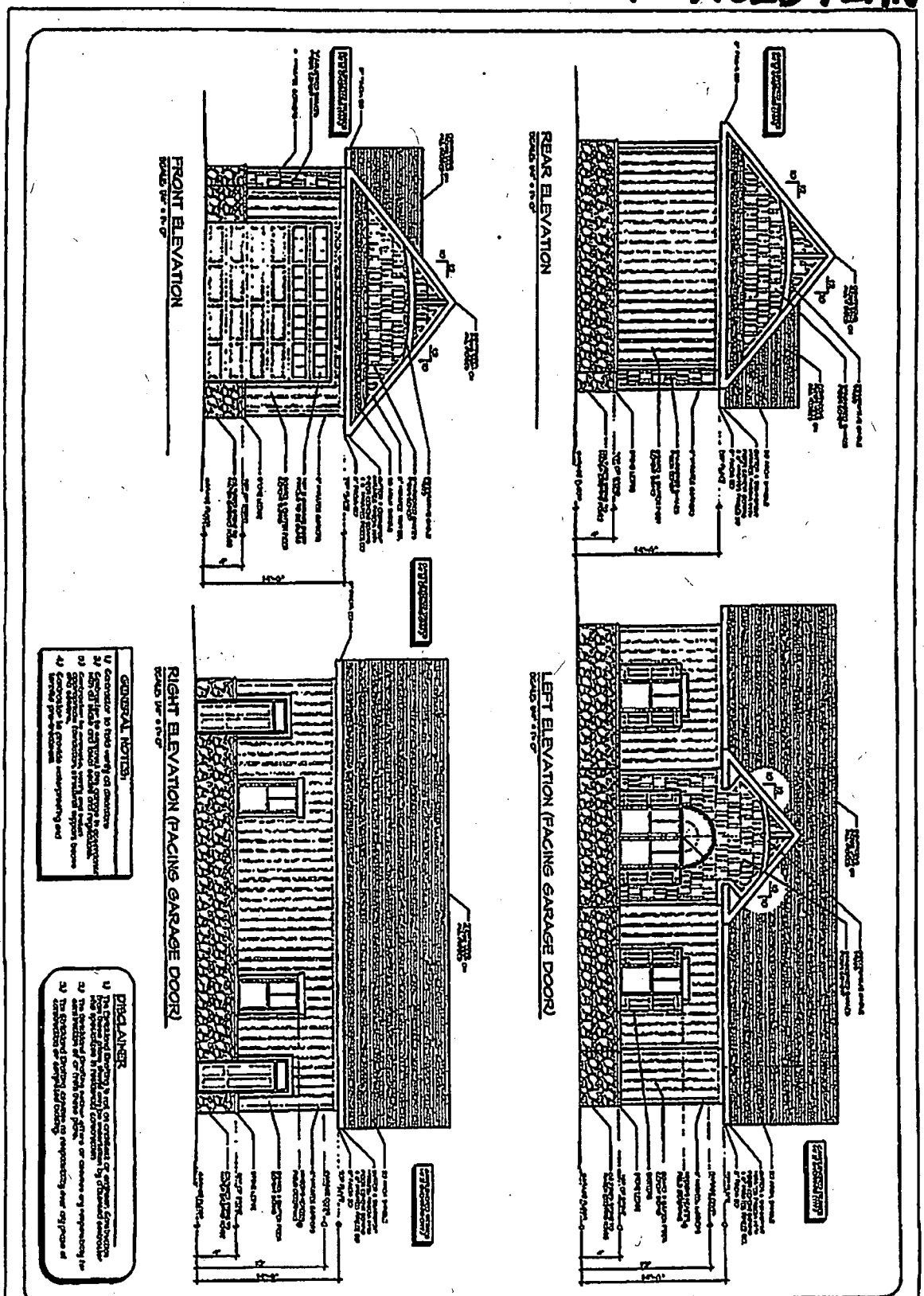
Sincerely,

KRAUSE, MOORHEAD AND DRAISEN, P.A.

Daniel L. Draisen

DLD
Enclosures
cc: Mr. and Mrs. Gene Griffin
J. Franklin McClain, Esq and Ernest C. Trammell, Esq.

REVISED PLAN

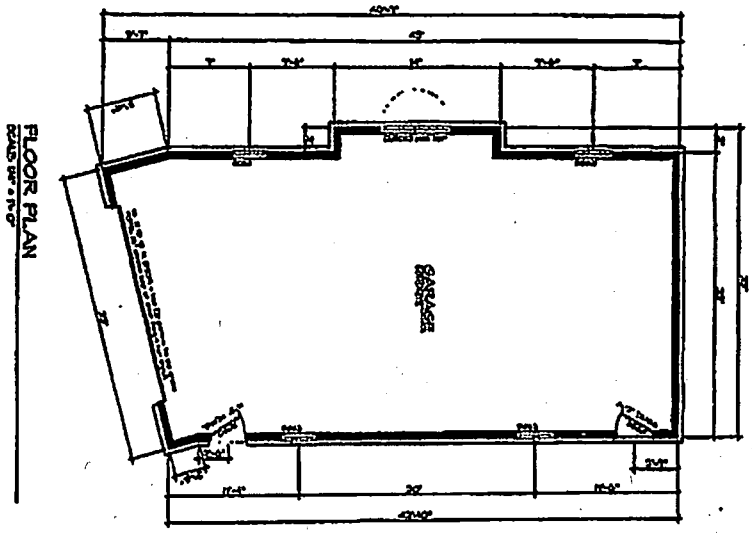


Griffin Garage Plan

Page A-1

Tim Strickland Drafting
2307 Bellview Road
Anderson, S.C. 29621 Ph. (864)933-5183

REVISED PLAN



FLOOR PLAN

GENERAL NOTES

DISCLAIMER

SQUARE FOOTAGE SUMMARY

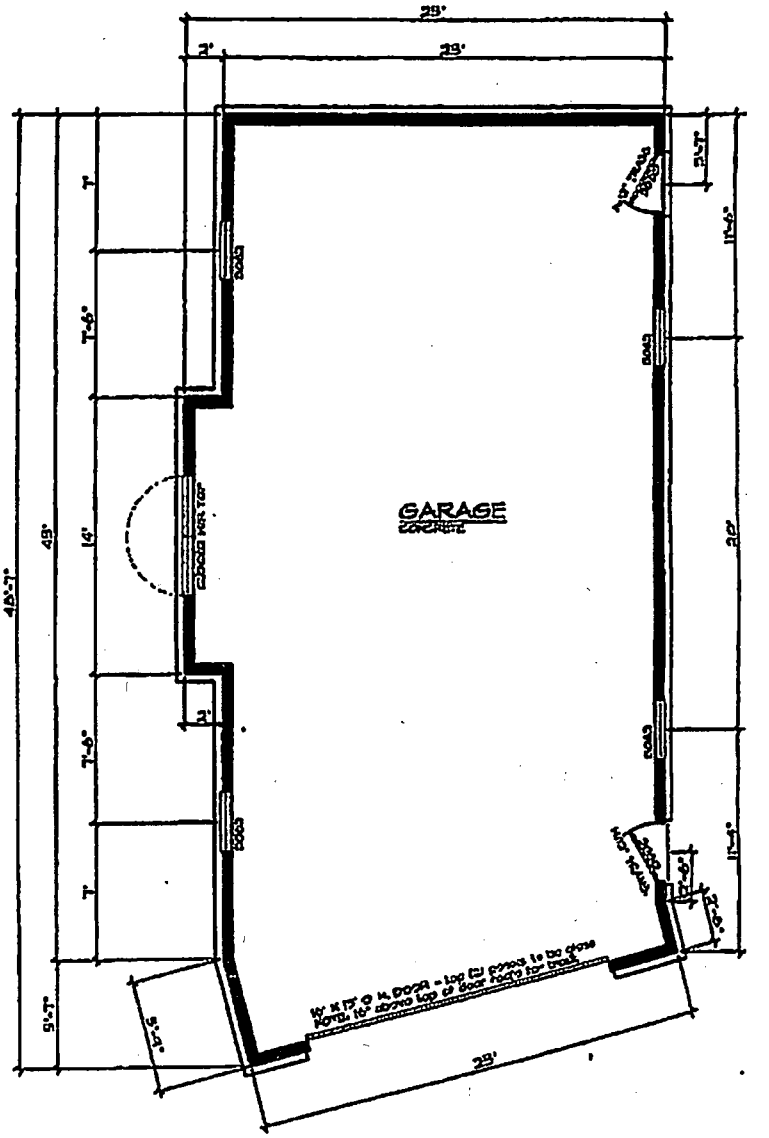
GARAGE	1093
TOTAL HEATED	1093

Page A-2

Griffin Garage Plan

Tim Strickland Drafting
2307 Bellview Road
Anderson, S.C. 29621 Ph. (864)933-5183

REVISED -
EXPANDED VIEW



FLOOR PLAN
SCALE: 1/4" = 1'-0"

GENERAL NOTES:
1) Contractor to field verify all dimens
2) Contractor to comply with all state and lo
3) Contractor to provide

GRIFFIN MOTION EX

P. 40

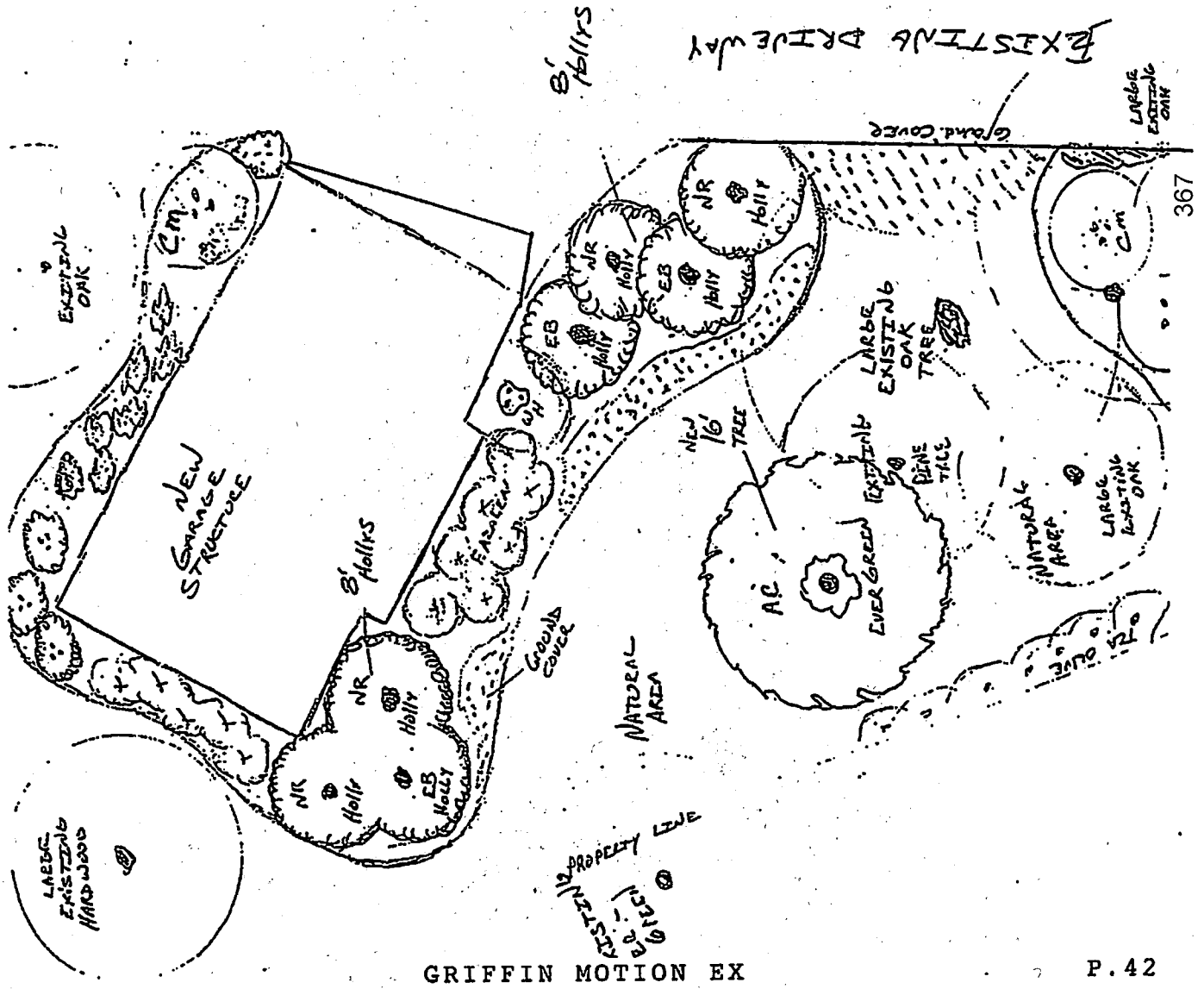
Google Maps

SITE PLAN - APPROXIMATE LOCATION OF PROPOSED GARAGE. EXACT LOCATION MAY BE DETERMINED BY SITE VISIT.

Map data ©2017 Google United States 20 ft

SITE PLAN

LANDSCAPE PLAN



Daniel Draisen

Subject: FW: Arden Chase Architectural Control Committee Response to Mr. and Mrs. Griffin
Attachments: 100 Garage.pdf

From: Ernie Trammell [mailto:ernie@trammellandmills.com]
Sent: Tuesday, October 31, 2017 4:53 PM
To: Daniel Draisen <ddraisen@kmdlawyers.com>
Cc: fmcclain@cityofandersonsc.com
Subject: Arden Chase Architectural Control Committee Response to Mr. and Mrs. Griffin

Daniel,

Attached is the response from the Arden Chase Architectural Control Committee, Collin Bryant, Chairman, to your submission dated Thursday, October 26, 2017 on behalf of Mr. and Mrs. Griffin. The originals of this response have been mailed by Dr. Bryant to the Griffins and you via certified mail.

Best regards,

Ernest C. Trammell
Trammell & Mills Law Firm, LLC
Post Office Box 1656
Anderson, South Carolina 29622
(864) 231-7171
(864) 231-7488 (Fax)

October 30, 2017

To: Mr and Mrs Griffin, 100 Arden Chase

From: Arden Chase Architecture Control Committee
Collin Bryant, Chairman

Re: ACC Review and Action on Submission of RV Garage Plans (Version 10/26/17)

On Thursday, October 26, 2017, Eugene Griffin's attorney, Mr. Daniel Draisen, presented a set of RV Garage Plans to the Arden Chase Architecture Control Committee (ACC) via email and subsequently via US mail. This submission is in response to the previously disapproved plans (Version 10/13/17) for an already in-progress, yet unapproved detached Recreational Vehicle garage on Griffin's property at 100 Arden Chase.

Acceptance of Service. These plans (Version 10/26/17) were emailed to Arden Chase ACC Chairman Collin Bryant and Arden Chase HOA attorneys, Mr. Frankie McClain and Mr. Ernie Trammell, on Thursday, 10/26/17.

As previously stated, this most recent submission is in response to the ACC's disapproval of plans letter dated 10/16/17. This disapproval was based upon two main criteria:

1. Violation of 5.05 (*Submission of Plans and Specifications*) requiring complete plan submission.
2. The submitted plan (and partially constructed structure) has a garage door opening that still faces Arden Chase Street, in violation of Arden Chase's Covenant 6.06 (*Square Footage*) and Judge Sprouse's Order (3/28/17) and Clarification (10/13/17).

The ACC references its 10/16/17 Disapproval Letter:

> "In the 3/28/17 order, Judge Sprouse gave the Griffins one clear way to bring their garage into compliance. The Court stated "*The Defendants can bring their proposed garage into compliance by changing its direction so that a straight line from each corner of the side of the garage containing the door intersects Concord Road instead of Arden Chase Street.*" In the 10/13/17 clarification, Judge Sprouse stated "*The Court's intent in the previous order was that* ***the structure as indicated on the submitted plans, was allowed on the condition that the entire structure was turned to comply with the restrictive covenants***."
>
> It is clear that Judge Sprouse intended for the original structure to be turned in its entirety to be in compliance, but Griffin chose not to turn the entire structure. The garage was constructed on the original concrete pad (Draisen letter to ACC 6/5/17). The small modification/angulation of side walls does not materially change the appearance and/or orientation of the garage and, as a result, the garage door has not moved and its opening still faces Arden Chase Street. Therefore, the

garage, as currently constructed, does not satisfy Arden Chase's Covenants or Judge Sprouse's order.

Furthermore, Arden Chase Covenant 6.06 Square Footage states:

> "Each and every residence shall be a minimum of 2,700 square feet of heated living space. In addition to this aforementioned square footage, each residence shall have a garage of at least 500 square feet plus 100 square feet of storage space. ***Said garage shall not be allowed to open to the roadway in front of the residence."***

It is clearly the intent of the Covenants, as supported by Judge Sprouse's Order and Clarification, to not have a garage door open toward the road in front of the residence, in order to conceal garage doors. This current submission is identical in design to the 10/13/17 plans, does not comply with paragraph 24 of Judge Sprouse's 3/28/17 Order and does absolutely nothing to alleviate this issue.

The committee applauds Griffin for including a previously omitted landscape plan in this submission (Version 10/26/17), but the ACC does have a few questions concerning it. Specifically, the committee notes that existing trees and shrubbery to the right of the existing driveway are not included on the drawing. For example, 100 Arden currently has a sizeable holly tree that is not depicted on the drawing. Does Griffin intend to remove said tree? Does he plan to make any changes to the hardscaping on his property including modifications to any driveways or walkways? The committee needs a complete and accurate representation of what Griffin intends to do with the existing as well as proposed landscaping.

This submission also includes a site plan as required by 5.05 (a). However, the submitted site plan is deficient as determined by the covenant, which is reproduced below:

> 5.05. Submission of Plans and Specifications. No structure shall be commenced, erected, placed or permitted to remain on any Home Site nor shall any existing Structure upon any Home Site be altered in any way which materially changes the exterior appearance of the Structure or Home Site, unless plans and specifications therefore shall have been submitted to and approved in writing by the ACC. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the ACC in the Design Standards, including where applicable, and without being limited to:
>
> ***(a) a site plan showing the location of all proposed and existing Structures on the Home Site including building setbacks, open space, driveways, walkways and parking spaces including the number thereof and all siltation and erosion control measures;***

The submitted site plan is simply a Google Map aerial view of 100 Arden Chase with a handdrawn sketch of the garage that is neither an accurate representation of the structure's design and orientation nor is it to scale. Covenant 5.05 (a) clearly requires the site plan to show the location of all proposed AND existing structures on the home site including setbacks, open spaces, driveways and walkways.

The ACC needs a comprehensive, detailed site plan as required by the Covenants.

In summary, the committee unanimously stands by our 10/16/17 disapproval by finding that the garage door opening faces Arden Chase Street in violation of the Covenants and Judge Sprouse's Order (3/28/17) and Clarification (10/13/17). Additionally, the landscape plans need updating to clearly show all existing and proposed hardscaping (walkways, driveways, ect.) as well any shrubbery, plants and trees. Finally, the committee needs a complete, accurate and detailed site plan including all the criteria listed in 5.05 (a). Accordingly, the garage is **not approved** by the ACC and all existing and any further work on the garage is in clear and direct violation of 5.10.

As stated in 5.07 (c), the ACC stands ready to work with Griffin to bring his plans into compliance. Please do not hesitate to contact me via email at dcollinbryant@gmail.com or by phone on my personal cell phone at 843-425-6441.

Kindest Regards,

D. Collin Bryant
Chairman
Arden Chase Architecture Control Committee

December 1, 2017

To: Arden Chase Homeowners' Association Board of Directors

From: Arden Chase Architecture Control Committee
Collin Bryant, Chairman

Re: Construction of Garage at 100 Arden Chase

It is with regret that I write this letter concerning the construction of a detached garage at Mr and Mrs Griffin's 100 Arden Chase home site. I'm writing after the Architecture Control Committee (ACC) has made multiple attempts to get the Griffins to stop the unapproved and illegal construction. Since the ACC finds the construction in direct violation of section 5.05 of our covenants and in direct violation of Judge Sprouse's Court Orders, section 5.10 ("Violations") instructs the ACC to bring the matter to the Homeowners' Association.

As you may be aware, Mr and Mrs Griffin submitted plans for the construction of a detached RV garage in June 2016 to the Architecture Control Committee (ACC). The ACC at that time was comprised of Gene Griffin, Dean Price and Steve Crain. Larry Rowland was HOA President. Mr Rowland and Mr Crain improperly approved the plans and later reversed their decision. Before any improvements had been made, Mr Griffin was given written notice in July 2016 that the plans were not approved. Nevertheless, he moved forward with improvements to his property and violated section 5.05 of the Arden Chase Covenants.

Litigation followed in September 2016 and Judge Sprouse ultimately ruled that the proposed garage did not comply with the Arden Chase covenants but could be brought into compliance by re-positioning the entire garage so that the garage door did not face Arden Chase Street (Sprouse Order 3/28/2017).

In May 2017, the current ACC, comprised of Tom Smith, Matt Elliott and Collin Bryant, wrote the Griffins seeking their intention for the proposed garage. The Griffins stated that they were moving forward with construction of the garage with small modifications. The ACC responded saying that any modification required submission of said plans for ACC review and approval.

In June 2017, without seeking approval from the current ACC, the Griffins began construction with a modified plan that added two short walls to the front of the garage. This action is in direct violation of section 5.05 which states *"No Structure shall be commenced, erected, placed or permitted to remain on any Home Site nor shall any existing Structure upon any Home Site be altered in any way which materially changes the exterior appearance of the Structure or Home Site, unless plans and specifications therefor shall have been submitted to and approved in writing by the ACC."*

The Griffins believed that the new plan satisfied Judge Sprouse's original order without a need for ACC approval but the ACC disagreed. The ACC brought the matter before Judge Sprouse in June 2017 and in October he supported the ACC's contention that Sprouse intended for the entire structure to be repositioned and that any modification constituted a new plan which needs the approval of the ACC. Accordingly, he gave the Griffins two options for building their garage: 1) Reposition the original plan so that the garage door does not face Arden Chase Street or 2) Submit the new plan to the ACC for review and approval.

By this time, substantial progress had been made on the garage but the structure had not been turned and the modified plan had not been submitted to the ACC. After Judge Sprouse's October clarification order, the Griffins finally submitted revised plans. The plan was denied by the ACC because of incomplete information and because the garage door still opens toward Arden Chase Street. The letter of denial was sent to the Griffins and their attorney, Mr Daniel Draisen, on October 30, 2017. That letter advised the Griffins that the ACC stood ready to work with them to bring the plans into compliance. Although 5.03 (b) of the covenants allows the applicant to request a review of an unsatisfactory decision by the ACC by filing a written notice within 10 days, Mr Draisen sent an email stating the ACC was wrong in its decision and that he would ask his clients about submitting missing information including a site plan. No request for a review was made and no appeal was taken from Judge Sprouse's Court Order.

To be absolutely clear, all improvements and construction of the detached garage have been without any approval from the prior or current ACC. Their actions are also in violation of Judge Sprouse's orders as outlined above. In accordance with Section 5.10 of our covenants, the ACC submits this letter for your review and we request a meeting with the HOA Board to discuss this matter.

Respectfully submitted,

Collin Bryant, Chairman
Arden Chase Architecture Control Committee

December 5, 2017

To: Mr. and Mrs. Griffin, 100 Arden Chase

From: Arden Chase Homeowners Association Board
Mandy Smith, President

Re: Covenant Violation found in Section 5.10 of the Arden Chase Covenants

On December 1, 2017, Mandy Smith, President of the Arden Chase Homeowners Association (ACHOA), received from Collin Bryant, Chairman of the Arden Chase Architectural Control Committee (ACC), a hand-delivered letter (see attached) concerning the unapproved building of the Griffin garage at 100 Arden Chase. The ACC letter asks for the Board's attention and action.

> Article 5.10 (copy attached) of the Arden Chase covenants states:
>
> If in the opinion of the ACC such violation shall have occurred, the ACC shall notify the Association.

A meeting of the ACHOA Board was called to discuss and decide on the appropriate action from the Board in reply to the ACC's request. That meeting was held on the afternoon of December 4, 2017. All members of the Board (Mandy Smith, President; Marlene McLain, Vice President; Louise Trammell, Secretary; and Alecia Smith, Treasurer) were present. After examining both the covenants and the letter from the ACC, a vote was taken with Mandy Smith choosing to recuse herself from the vote due to previous involvement with the denial of the construction of the garage. The vote was unanimous.

Therefore, in accordance with Article 5.10 of the Arden Chase covenants which states:

> If the Board shall agree with the determination of the ACC with respect to the violation, then the Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation.

Per directions set in the Covenants, the Arden Chase Homeowners Association Board is putting you on notice that to be in compliance with the Arden Chase covenants and Judge Sprouse's order and clarification, you must either reorient the entire slab and building or remove the structure in its entirety from the premises and restore the site to its preconstruction state. If this is not carried out the Association shall have the Right of Abatement as provided in Section 8.02

> If the Owner shall fail to take reasonable steps to remedy such violation or breach within thirty (30) days after the mailing of such written notice, then the Association shall have the Right of Abatement.

Respectfully Submitted,

Mandy Smith

Mandy Smith, President
Arden Chase Homeowners Association

December 1, 2017

To: Arden Chase Homeowners' Association Board of Directors

From: Arden Chase Architecture Control Committee
Collin Bryant, Chairman

Re: Construction of Garage at 100 Arden Chase

It is with regret that I write this letter concerning the construction of a detached garage at Mr and Mrs Griffin's 100 Arden Chase home site. I'm writing after the Architecture Control Committee (ACC) has made multiple attempts to get the Griffins to stop the unapproved and illegal construction. Since the ACC finds the construction in direct violation of section 5.05 of our covenants and in direct violation of Judge Sprouse's Court Orders, section 5.10 ("Violations") instructs the ACC to bring the matter to the Homeowners' Association.

As you may be aware, Mr and Mrs Griffin submitted plans for the construction of a detached RV garage in June 2016 to the Architecture Control Committee (ACC). The ACC at that time was comprised of Gene Griffin, Dean Price and Steve Crain. Larry Rowland was HOA President. Mr Rowland and Mr Crain improperly approved the plans and later reversed their decision. Before any improvements had been made, Mr Griffin was given written notice in July 2016 that the plans were not approved. Nevertheless, he moved forward with improvements to his property and violated section 5.05 of the Arden Chase Covenants.

Litigation followed in September 2016 and Judge Sprouse ultimately ruled that the proposed garage did not comply with the Arden Chase covenants but could be brought into compliance by re-positioning the entire garage so that the garage door did not face Arden Chase Street (Sprouse Order 3/28/2017).

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The Griffins believed that the new plan satisfied Judge Sprouse's original order without a need for ACC approval but the ACC disagreed. The ACC brought the matter before Judge Sprouse in June 2017 and in October he supported the ACC's contention that Sprouse intended for the entire structure to be repositioned and that any modification constituted a new plan which needs the approval of the ACC. Accordingly, he gave the Griffins two options for building their garage: 1) Reposition the original plan so that the garage door does not face Arden Chase Street or 2) Submit the new plan to the ACC for review and approval.

By this time, substantial progress had been made on the garage but the structure had not been turned and the modified plan had not been submitted to the ACC. After Judge Sprouse's October clarification order, the Griffins finally submitted revised plans. The plan was denied by the ACC because of incomplete information and because the garage door still opens toward Arden Chase Street. The letter of denial was sent to the Griffins and their attorney, Mr Daniel Draisen, on October 30, 2017. That letter advised the Griffins that the ACC stood ready to work with them to bring the plans into compliance. Although 5.03 (b) of the covenants allows the applicant to request a review of an unsatisfactory decision by the ACC by filing a written notice within 10 days, Mr Draisen sent an email stating the ACC was wrong in its decision and that he would ask his clients about submitting missing information including a site plan. No request for a review was made and no appeal was taken from Judge Sprouse's Court Order.

To be absolutely clear, all improvements and construction of the detached garage have been without any approval from the prior or current ACC. Their actions are also in violation of Judge Sprouse's orders as outlined above. In accordance with Section 5.10 of our covenants, the ACC submits this letter for your review and we request a meeting with the HOA Board to discuss this matter.

Respectfully submitted,

Collin Bryant, Chairman
Arden Chase Architecture Control Committee

Daniel Draisen

From: Daniel Draisen
Sent: Tuesday, December 12, 2017 4:33 PM
To: 'Collin Bryant'; ernie@trammellandmills.com; fmcclain@cityofandersonsc.com
Cc: 'gggrif@aol.com'; Daniel Draisen
Subject: Griffin Garage Third Revised Plan Submission
Attachments: THIRD revised plan submission to ACC.pdf

Importance: High

Dear Dr. Bryant: Please see attached THIRD and hopefully final revised submission of plans to the ACC seeking approval of the Griffin garage. We believe this submission resolves any alleged deficiencies in any prior submissions. We look forward to a prompt response from the ACC.

Sincerely,

DANIEL L. DRAISEN
ATTORNEY

KMD LAWYERS KRAUSE MOORHEAD & DRAISEN P.A.

207 E. CALHOUN ST.
ANDERSON, SOUTH CAROLINA 29621
TEL (864) 225-4000
FAX (864) 964-0788
EMAIL: DDRAISEN@KMDLAWYERS.COM
WWW.KMDLAWYERS.COM

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KRAUSE MOORHEAD & DRAISEN P.A.

207 EAST CALHOUN STREET
ANDERSON • SOUTH CAROLINA • 29621
PHONE (864) 225-4000
FAX (864) 964-0788
WWW.KMDLAWYERS.COM

December 12, 2017

VIA E-MAIL AND US MAIL

Dr. Collin Bryant, Chairman
Arden Chase Architectural Control Committee
101 Arden Chase
Anderson, South Carolina 29621

RE: Construction of RV garage at 100 Arden Chase

Dear Dr. Bryant and Committee Members:

At the present, we are unclear about the reasons for the denial of the "revised" garage plans submitted by the Griffins. If the ACC is asserting there are deficiencies in the submissions, I hereby submit the following to the ACC for its additional review and consideration:

1. The revised floor/foundation plan prepared by Tim Strickland Drafting (the foundation is shown on the floor plan);
2. The revised elevation drawings prepared by Tim Strickland Drafting (the materials to be used are specified on the elevation drawings);
3. A detailed landscaping plan by Stepping Stone Landscaping overlaid on the site plan; and
4. A complete site plan prepared by Professional Land Surveying Solutions, LLC.

In addition to the paper submissions, as the garage is now completely constructed the ACC is invited to view the structure itself for any additional desired details.

It also appears, if we are reading the most recent letter from the HOA correctly, that the ACC will not approve, or even consider approving, any garage structure on the Griffins lot that is not a) identical to the original plans considered by Judge Sprouse (rectangular in shape), and b) who's entire slab and building structure are reoriented to face Concord Road. This indicates an unwillingness of the ACC and HOA to even consider the "new" submission as suggested by the Court.

STEVEN M. KRAUSE
skrause@kmdlawyers.com
CERTIFIED NATIONAL BOARD OF TRIAL ADVOCACY

J. KIRKMAN MOORHEAD
kmoorhead@kmdlawyers

DANIEL L. DRAISEN

STEVEN B. LEVEFRE
slefevre@kmdlawyers.com

TIMOTHY A. NOWACKI
tnowacki@kmdlawyers.com
ALSO ADMIT:

However, the Griffins again assert that in his Order Judge Sprouse held:

> 26. There are no challenges to any other existing structures in the subdivision and it appears that all other existing structures are in compliance as to Paragraph 6.06, in addition to the other provisions in the Restrictive Covenants. **In order to aid the parties with an answer to the declaratory judgment portion of the case, future construction in the subdivision can be compliant regarding this provision *if a straight line drawn from the front corners of a proposed structure intersects a neighboring lot line, Concord Road, or the outer boundary of the subdivision prior to intersecting Arden Chase street.*** (emphasis added)

The complete site plan prepared by Professional Land Surveying Solutions, LLC clearly shows that the site lines when drawn from the front corners of the garage (as constructed) do not intersect any portion of Arden Chase street.

Accordingly, having submitted "formal drawings" to make absolutely certain that the submittals to the ACC are not deficient, and having shown that the front of the garage does not intersect any portion of Arden Chase street, we again ask the ACC to reconsider approval of the Griffin garage. Should the ACC again deny approval, we would ask that the ACC state with specificity each and every basis for its denial.

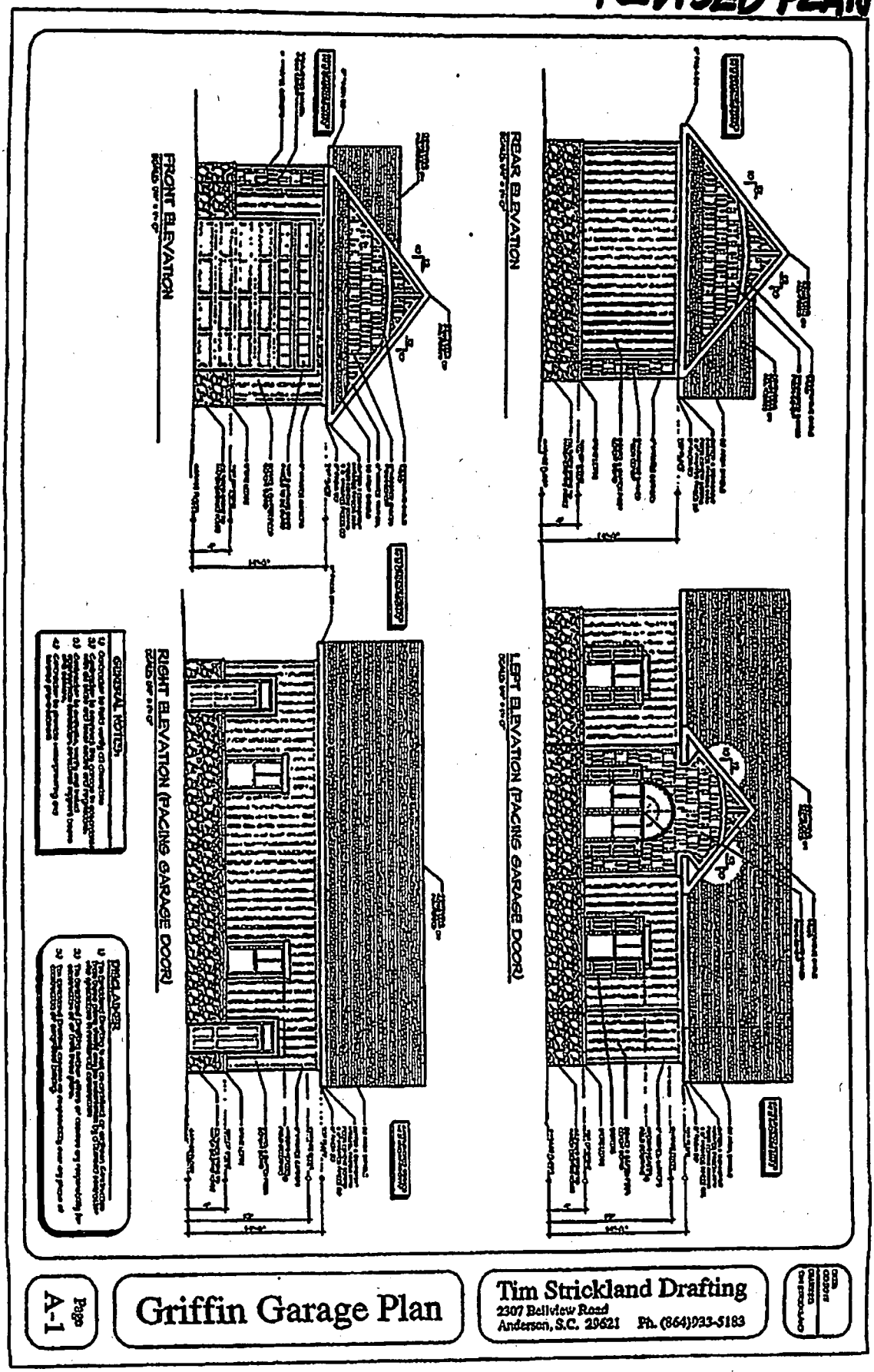
Sincerely,

KRAUSE, MOORHEAD AND DRAISEN, P.A.

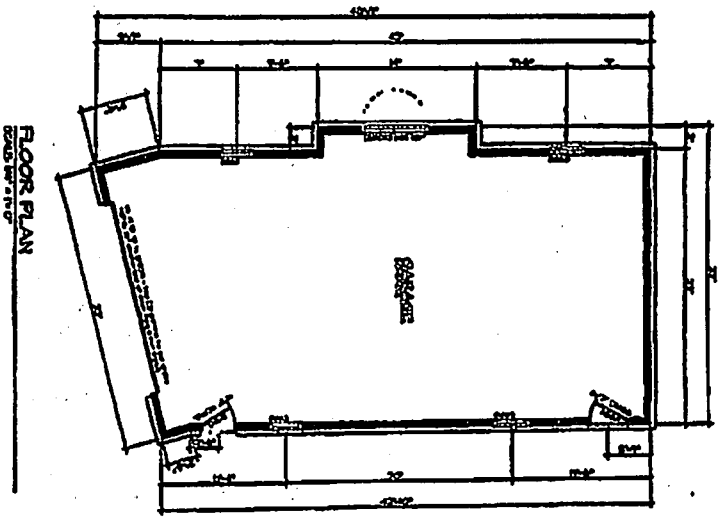
Daniel L. Draisen

DLD
Enclosures
cc: Mr. and Mrs. Gene Griffin
J. Franklin McClain, Esq and Ernest C. Trammell, Esq.
Mandy Smith, President, Arden Chase HOA

REVISED PLAN



REVISED PLAN



GENERAL NOTES

DISCLAIMER

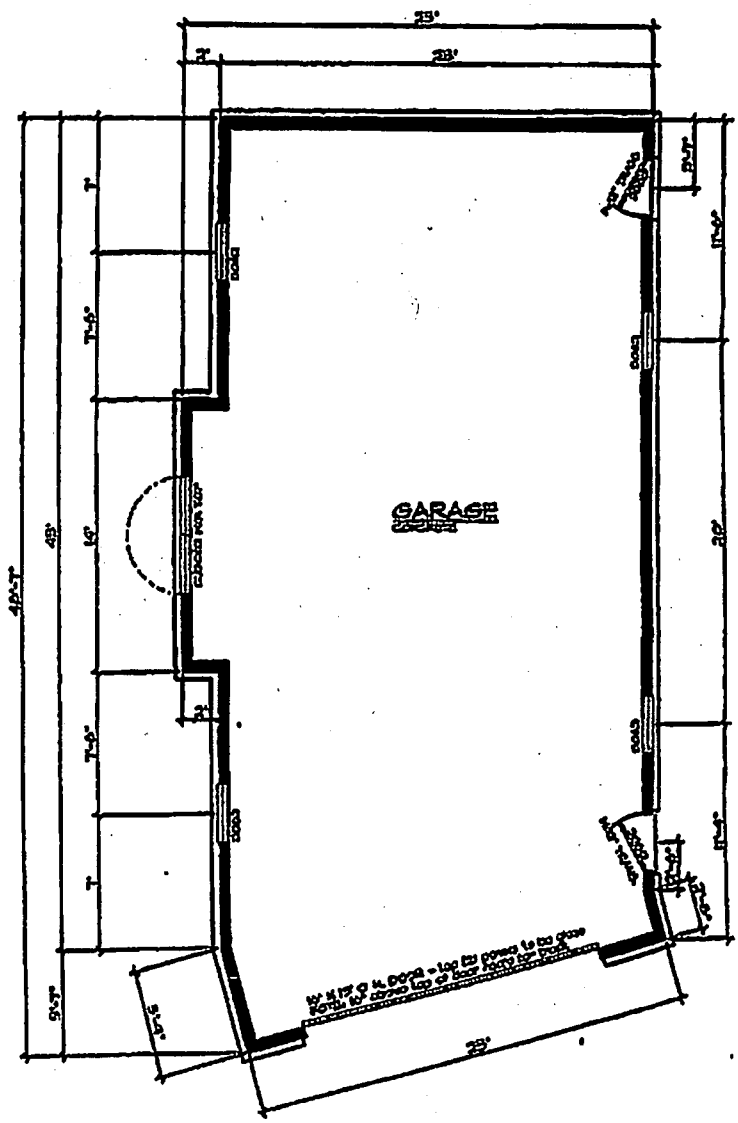
SQUARED FOOTAGE SUMMARY

Page A-2

Griffin Garage Plan

Tim Strickland Drafting
2107 Bellview Road
Anderson, S.C. 29621 Ph. (864)933-5183

REVISED -
EXPANDED VIEW



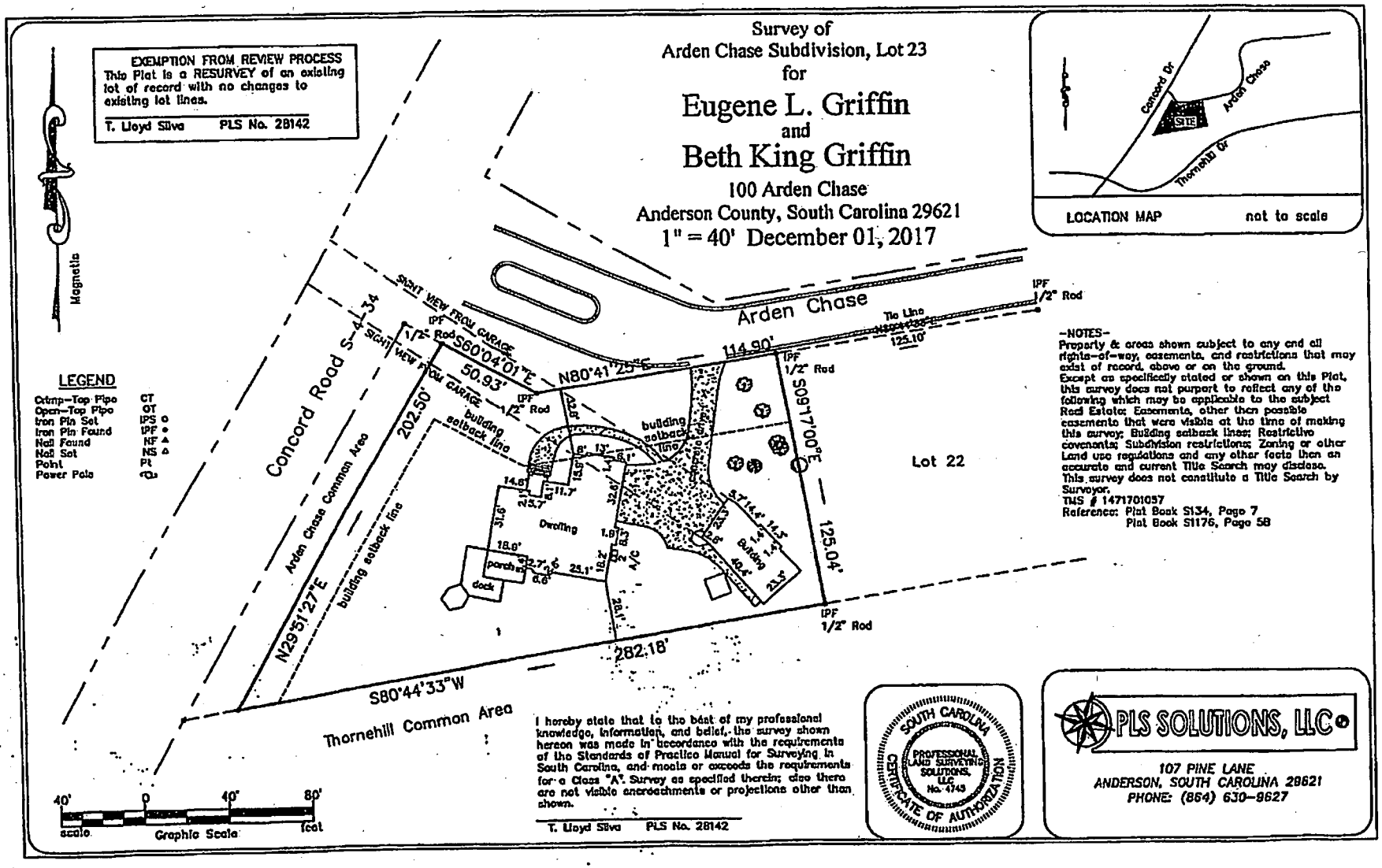
FLOOR PLAN
SCALE: 1/4" = 1'-0"

GENERAL NOTES:
1) Contractor to field verify all dimen
2) Contractor to construct this garag
with all state and local codes and
3) Contractor to install

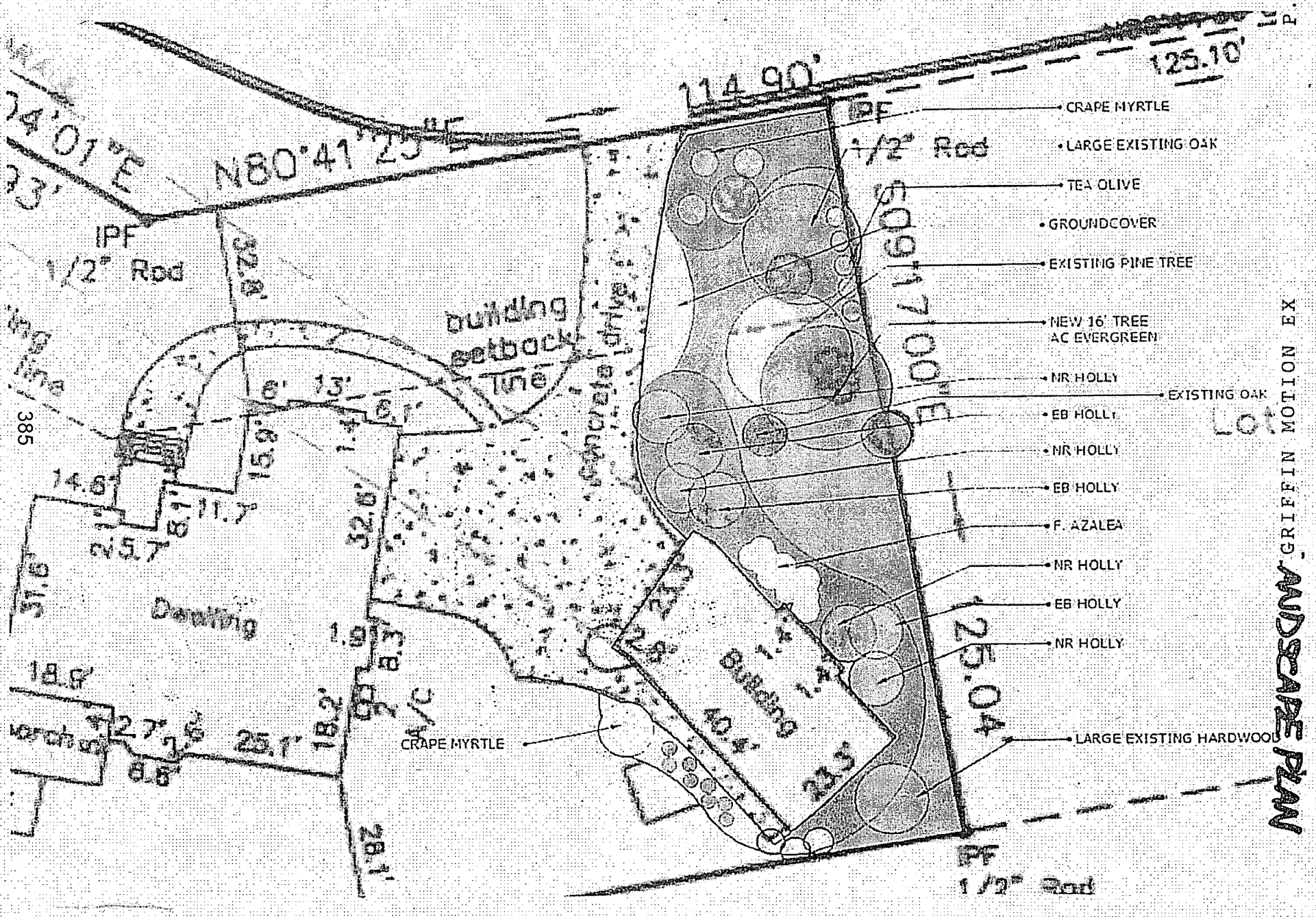
SITE PLAN

GRIFFIN MOTION EX

P.63



LANDSCAPE OVERVIEW


N80°41'25"E
114.90'
125.10'
IPF
1/2" Rod
building setback line
Concrete Drive
Dwelling
Porch
Building
CRAPE MYRTLE
LARGE EXISTING OAK
TEA OLIVE
GROUNDCOVER
EXISTING PINE TREE
NEW 16' TREE
AC EVERGREEN
NR HOLLY
EXISTING OAK
EB HOLLY
NR HOLLY
EB HOLLY
F. AZALEA
NR HOLLY
EB HOLLY
NR HOLLY
LARGE EXISTING HARDWOOD
Lot
385
P.99
EX NOTION NIFIER - LANDSCAPE PLAN

Daniel Draisen

From:	Daniel Draisen
Sent:	Monday, December 18, 2017 8:50 AM
To:	'Collin Bryant'; ernie@trammellandmills.com; fmcclain@cityofandersonsc.com
Subject:	Griffin -Arden Chase
Attachments:	Sealed Site Plan Drawing.pdf
Importance:	High

All: Attached is a signed and sealed copy of the Site Plan drawing for your records.

Regards,

DANIEL L. DRAISEN
ATTORNEY

KMD LAWYERS KRAUSE MOORHEAD & DRAISEN P.A.

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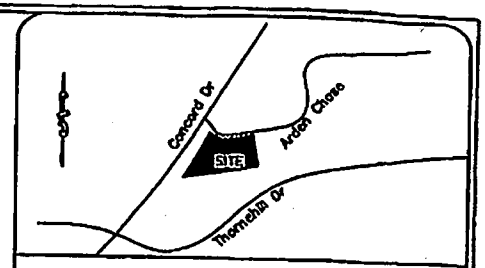
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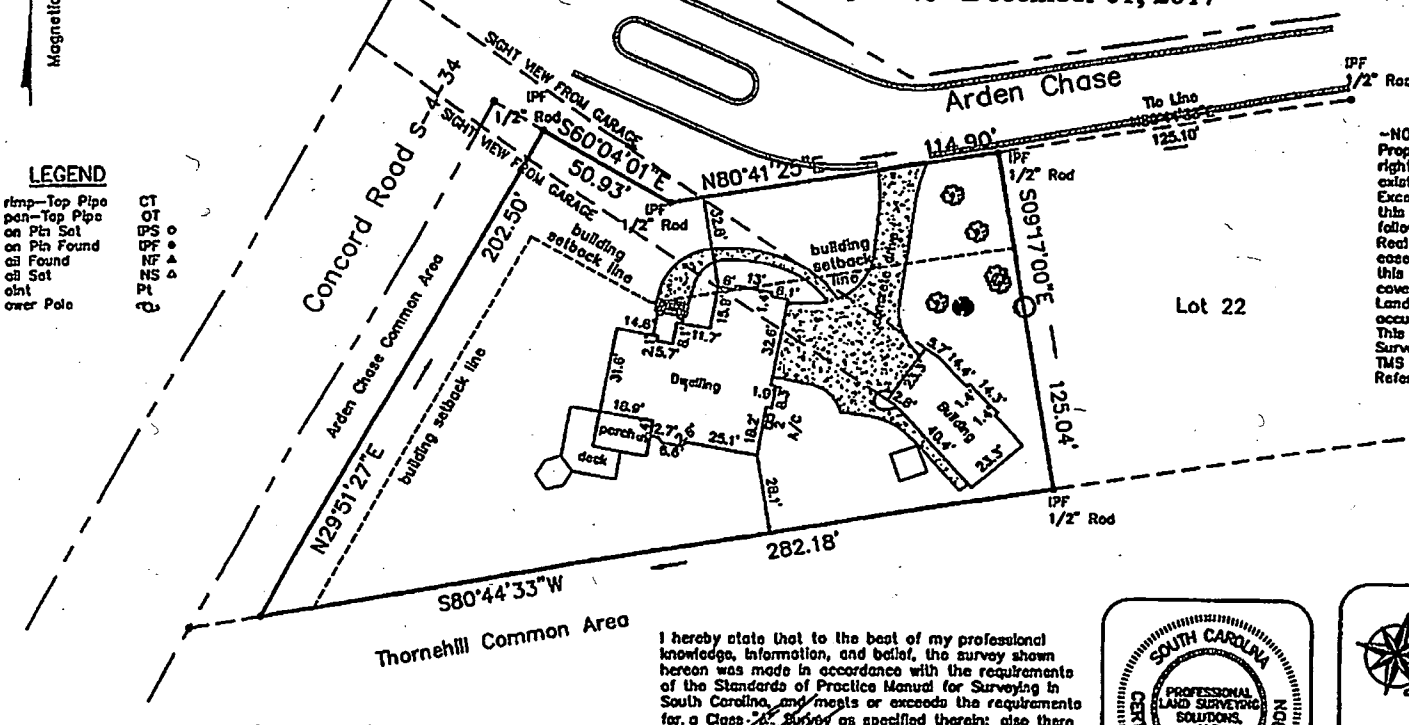
EXEMPTION FROM REVIEW PROCESS
This Plat is a RESURVEY of an existing lot of record with no changes to existing lot-lines.

T. Lloyd Sive PLS No. 28142

Survey of
Arden Chase Subdivision, Lot 23
for
Eugene L. Griffin
and
Beth King Griffin
100 Arden Chase
Anderson County, South Carolina 29621
1" = 40' December 01, 2017









I hereby state that to the best of my professional knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Standards of Practice Manual for Surveying in South Carolina, and meets or exceeds the requirements for a Class "A" Survey as specified therein; also there are not visible encroachments or projections other than shown.

T. Lloyd Sive PLS No. 28142

SOUTH CAROLINA PROFESSIONAL LAND SURVEYING SOLUTIONS, LLC No. 4745 CERTIFICATE OF AUTHORIZATION

--NOTES--
Property & areas shown subject to any and all rights-of-way, easements, and restrictions that may exist of record, above or on the ground.
Except as specifically stated or shown on this Plat, this survey does not purport to reflect any of the following which may be applicable to the subject Real Estate: Easements, other than possible easements that were visible at the time of making this survey; Building setback lines; Restrictive covenants; Subdivision restrictions; Zoning or other Land use regulations and any other facts than an accurate and current Title Search may disclose. This survey does not constitute a Title Search by Surveyor.
TMS # 1471701057
Reference: Plat Book S134, Page 7
Plat Book S1178, Page 58

PLS SOLUTIONS, LLC
107 PINE LANE
ANDERSON, SOUTH CAROLINA 29621
PHONE: (864) 630-9627

ELECTRONICALLY FILED - 2018 Apr 30 12:15 PM - ANDERSON - COMMON PLEAS - CASE#2017CP0402632

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

IN THE COURT OF COMMON PLEAS

EUGENE L. GRIFFIN, JR., and BETH KING GRIFFIN,

Plaintiffs,

-vs-

ARDEN CHASE HOME OWNERS' ASSOCIATION, INC.,

Defendant.

AFFIDAVIT OF BENJAMIN BECK, LAND SURVEYOR

C/A No 2017-CP-04-01244

PERSONALLY APPEARED BEFORE ME, Benjamin Beck who, being first duly sworn, states that he is over the age of eighteen (18) years, and that he freely and voluntarily gives the following statement:

1. I am employed as a land surveyor by PLS Solutions, LLC and work under the direction of T. Lloyd Sylva, a South Carolina Licensed Professional Land Surveyor holding license number 28142.

2. PLS Solutions was hired by the Griffin's contractor, Jack Jones, to perform a site survey of Lot 23 Arden Chase subdivision and the surrounding roadway to determine the precise location and direction of the detached garage constructed on Lot 23.

3. PLS was also tasked to determine if, when a straight line is drawn from each corner of the wall containing the garage door on the garage constructed on Lot 23, any portion of those lines intersect Arden Chase road.

4. I performed the surveying work on the property and Mr. Silva did the drafting. The attached Survey of Arden Chase Subdivision, Lot 23, dated December 1, 2017, fairly and accurately depicts the precise location of the completed detached garage structure built on Lot 23, and the lines marked "sight view from garage" show the locations of straight lines drawn from each corner of the wall containing the garage door.

5. I certify and attest that when straight lines are drawn from each corner of the wall containing the garage door as constructed the lines do not intersect any portion of Arden Chase road, and that such lines intersect Concord Road only.

FURTHER AFFIANT SAYETH NOT.

BENJAMIN BECK

I, Benji Beck, by signing below, state that I have read the foregoing Affidavit and all matters alleged therein are true and correct to the best of my knowledge. Further, I acknowledge and understand that: **A FALSE STATEMENT CONCERNING THE FACTS CONTAINED IN THIS AFFIDAVIT MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL PENALTIES AS PROVIDED BY LAW.**

WITNESS #1

WITNESS #2

BENJAMIN BECK

ELECTRONICALLY FILED - 2018 Apr 30 12:15 PM - ANDERSON - COMMON PLEAS - CASE#2017CP0402632

STATE OF SOUTH CAROLINA)
) ATTESTATION
COUNTY OF ANDERSON)

PERSONALLY appeared before me Brianna Lynch and made oath that (s)he witnessed BENJAMIN BECK, sign the foregoing Affidavit and that (s)he saw Jessica Buchanan witness the execution thereof. The witness further certifies that s/he is not an interested party to the transaction and that s/he personally witnessed the affiant sign the within document.

WITNESS #1

SWORN TO AND SUBSCRIBED BEFORE
ME this 20 day of April, 2018.

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: April 4, 2022

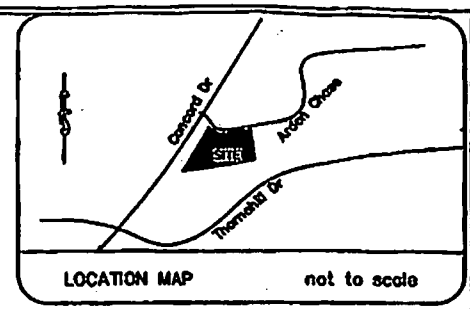
BRIANNA LYNCH NOTARY PUBLIC SOUTH CAROLINA

ELECTRONICALLY FILED - 2018 Apr 30 12:15 PM - ANDERSON - COMMON PLEAS - CASE#2017CP0402632

ELECTRONICALLY FILED - 2018 Apr 30 12:15 PM - ANDERSON - COMMON PLEAS - CASE#2017CP0402632

EXEMPTION FROM REVIEW PROCESS
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T. Lloyd Silva PLS No. 28142

Survey of
Arden Chase Subdivision, Lot 23
for
Eugene L. Griffin
and
Beth King Griffin
100 Arden Chase
Anderson County, South Carolina 29621
1" = 40' December 01, 2017

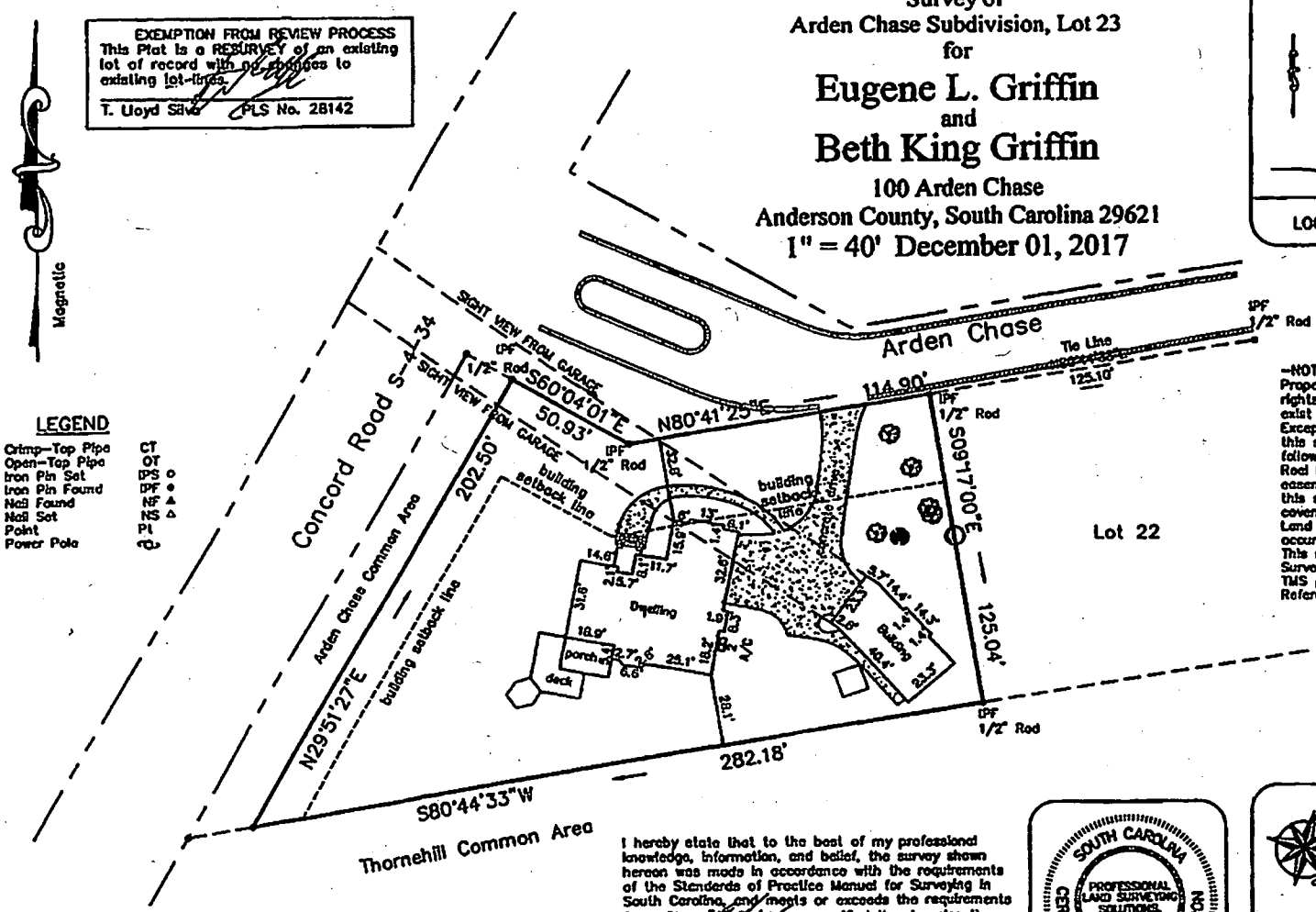


LOCATION MAP not to scale

Magnetic

LEGEND

Crimp-Top Pipe	CT
Open-Top Pipe	OT
Iron Pin Set	IPS o
Iron Pin Found	IPF •
Nail Found	NF ▲
Nail Set	NS △
Point	Pt
Power Pole	PP



-NOTES-
Property & areas shown subject to any and all rights-of-way, easements, and restrictions that may exist of record, above or on the ground.
Except as specifically stated or shown on this Plat, this survey does not purport to reflect any of the following which may be applicable to the subject Real Estate: Easements, other than possible easements that were visible at the time of making this survey; Building setback lines; Restrictive covenants; Subdivision restrictions; Zoning or other Land use regulations and any other facts than an accurate and current Title Search may disclose. This survey does not constitute a Title Search by Surveyor.
TMS # 1471701057
Reference: Plat Book S134, Page 7
Plat Book S1176, Page 58

40' 0 40' 80'
scale Graphic Scale feet

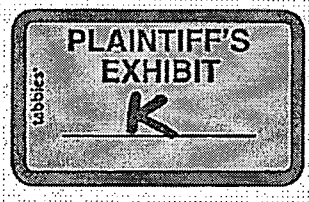
I hereby state that to the best of my professional knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Standards of Practice Manual for Surveying in South Carolina, and meets or exceeds the requirements for a Class "A" Survey as specified therein; also there are not visible encroachments or projections other than shown.
T. Lloyd Silva PLS No. 28142

SOUTH CAROLINA PROFESSIONAL LAND SURVEYING SOLUTIONS, LLC No. 4745 CERTIFICATE OF AUTHORIZATION

PLS SOLUTIONS, LLC
107 PINE LANE
ANDERSON, SOUTH CAROLINA 29621
PHONE: (864) 630-9627

111 Arden Chase
Anderson, South Carolina 29621

December 22, 2017



VIA E-MAIL AND US MAIL

Daniel L. Draisen
207 East Calhoun Street
Anderson, South Carolina 29621

RE: Construction of RV garage at 100 Arden Chase

Mr. Draisen:

Because you are still unclear about the reasons for the denial of the Griffin garage, I will attach the afore sent letter of Dr. Bryant stating very clearly where the Griffins are not in compliance with the Arden Chase covenants nor the Order of the Court.

Attached to your letter of December 12, 2017, you sent a copy of the revised floor plan, the elevation, the detailed landscaping plan, and a complete site plan of the Griffin garage. These were never submitted to the ACC for approval. In fact, this was the first time these plans were seen. Out of courtesy when noticing building activity on their lot, the Griffins were reminded by the ACC of the proper procedure of submitting plans to them. The committee then received nothing but a sketch of a six-sided building rather than a complete set of plans. Those same attachments of your letter actually contain information that further supports the decision of the ACC and Homeowner's Association that your clients garage is not in compliance with the covenants and Court Order.

In your letter, you invite the committee to view the structure for any desired details. There is no need for such viewing because the structure has been deemed unapproved. The building as it stands is not in compliance with the covenants and Judge Sprouse's Order. I refer you again to Dr. Bryant's letter.

I agree with your assessment that the ACC will not approve a six-sided garage and that they are ready to allow the garage only if it meets with the covenants and ruling of the court.

The Association has spoken and determined that a violation has occurred. The Association intends to pursue its right of abatement unless the requested action is taken as outlined in its letter of December 5, 2017.

Respectfully Submitted,

Arden Chase Homeowner's Association

By: Mandy Smith
Mandy Smith, President

Arden Chase Architectural Control Committee

By:
Collin Bryant, Chairman

Daniel Draisen

From: Daniel Draisen
Sent: Friday, September 08, 2017 4:40 PM
To: Ernie Trammell; 'Frankie McClain'
Subject: Arden Chase

Gentlemen: The Griffins are willing to give the owners, the ACC, and the HOA a brief opportunity to decide whether they would prefer the original Jack Jones design and placement of the garage, or the most recent revised design with the slight wall extension.
We must have a decision one way or the other by Tuesday next week. Otherwise, it is the intention of my clients to pour the foundation extension on Wednesday (or as soon as weather permits).

If it is the desire of the community that the original Jack Jones design and placement be constructed, and because doing so would be in derogation of Judge Sprouse's Order, we would require that the ACC, the HOA, and each owner on title to their respective lot(s) sign off on a document consenting to the construction of the garage as per the original Jack Jones design. This would be required because, as Jim Logan said many times in the first lawsuit (and I agreed), just because the ACC gives approval that does not prohibit an owner from disagreeing and bringing suit to enforce their rights under the Covenants. I see no way around this. I believe that a Consent Order presented to and approved by Judge Sprouse would suffice for this purpose.

Hope you have a good weekend. Stay safe and dry first of next week!! Daniel

DANIEL L. DRAISEN
ATTORNEY
KMD LAWYERS KRAUSE MOORHEAD & DRAISEN P.A.

207 E. CALHOUN ST.
ANDERSON, SOUTH CAROLINA 29621
TEL (864) 225-4000
FAX (864) 964-0788
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Daniel Draisen

From: Daniel Draisen
Sent: Wednesday, September 13, 2017 12:07 PM
To: Ernie Trammell; 'Frankie McClain'
Subject: Arden Chase

Gentlemen: My client is ready to pour the remainder of the footings and to move forward with his construction. I will need an answer today from the other owners and the HOA about whether there is any preference for the original design by Mr. Jones, or the one where the door is turned more towards Concord Rd. Please let me hear from you ASAP. Thanks, Daniel

DANIEL L. DRAISEN
ATTORNEY

KRAUSE MOORHEAD & DRAISEN P.A.

207 E. CALHOUN ST.
ANDERSON, SOUTH CAROLINA 29621
TEL (864) 225-4000
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Daniel Draisen

Subject: FW: Arden Chase

On Sep 13, 2017, at 12:16 PM, Frankie McClain <fmcclain@CITYOFANDERSONSC.com> wrote:

Danny,

Ernie and I met with the ACC last night and they are adamant that the altered plan does not comply with the Judge's order. The original plan does not comply with the covenants so they are also opposed to it. They have requested that a motion be filed to clarify the Judge's order.

Frankie

Daniel Draisen

Subject: FW: Arden Chase

From: Daniel Draisen
Sent: Wednesday, September 13, 2017 1:04 PM
To: Frankie McClain <fmcclain@CITYOFANDERSONSC.com>
Cc: Ernie Trammell <ernie@trammellandmills.com>
Subject: Re: Arden Chase

Thanks. I will advise the Griffins. My belief is that they will ramp up construction immediately and will build according to the plans adjusted to meet Judge Sprouse's requirements.

Sent from IPhone by Daniel Draisen

Daniel Draisen

From: Daniel Draisen
Sent: Thursday, September 14, 2017 10:30 AM
To: Frankie McClain; Ernie Trammell
Subject: RE: Arden Chase

Frankie: Regardless of the ACC's adamant feelings, we do not believe the ACC appreciates what they are asking be done with this structure. If the Judge were to find as the ACC insists and were to require that the Griffins turn the entire building to meet the new direction of the garage door wall, when you come into Arden Chase what everyone will see is the full length and height of the garage facing Arden Drive rather than just the garage door wall.

It would seem that leaving the foundation where it is and simply turning the front wall is better for all concerned, and is a proper solution to both the overall visibility of the structure and the requirement that the door not face any part of Arden Drive. We are moving forward with construction of the garage as represented by the plan adjusted to comply with the Court's Order.

Regards, Daniel

DANIEL L. DRAISEN
ATTORNEY

KRAUSE MOORHEAD & DRAISEN P.A.

207 E. CALHOUN ST.
ANDERSON, SOUTH CAROLINA 29621
TEL (864) 225-4000
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Daniel,

For your benefit, I have attached a copy of the Plaintiff's Motion for Clarification of Court Order dated March 28, 2017, which was filed late this afternoon.

Best regards,



Ernest C. Trammell
Trammell & Mills Law Firm, LLC
Post Office Box 1656
Anderson, South Carolina 29622
(864) 231-7171
(864) 231-7488 (Fax)

Daniel Draisen

From: Daniel Draisen
Sent: Tuesday, September 26, 2017 8:19 AM
To: 'Ernie Trammell'
Cc: fmcclain@cityofandersonsc.com
Subject: RE: Arden Chase HOA v. Griffins

Ernie: Thanks for the copy. Just FYI, I believe you have filed the motion in the wrong case. You filed the motion in the second case in which summary judgment was granted and the HOA's claims were dismissed. The first case was the case in which the Judge issued the Order for which you seek clarification. It would seem appropriate, and especially since I named the HOA as a party to that matter and Frankie represented it, that the motion be filed in the first case and not the latter.

Presently, I will simply argue that the matter is not properly before the court as the lawsuit was dismissed in the second case. Give that some thought. Thanks, Daniel

DANIEL L. DRAISEN
ATTORNEY

KMD LAWYERS KRAUSE MOORHEAD & DRAISEN P.A.

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From: Ernie Trammell [mailto:ernie@trammellandmills.com]
Sent: Monday, September 25, 2017 6:06 PM
To: Daniel Draisen <ddraisen@kmdlawyers.com>
Cc: fmcclain@cityofandersonsc.com
Subject: Arden Chase HOA v. Griffins

DANIEL L. DRAISEN
ATTORNEY

KRAUSE MOORHEAD & DRAISEN P.A.

207 E. CALHOUN ST.
ANDERSON, SOUTH CAROLINA 29621
TEL (864) 225-4000
FAX (864) 964-0788
EMAIL: DDRAISEN@KMDLAWYERS.COM
WWW.KMDLAWYERS.COM

LIFE MEMBER
MILLION DOLLAR ADVOCATES FORUM
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From: Collin Bryant [mailto:dcollinbryant@gmail.com]
Sent: Tuesday, October 31, 2017 5:32 PM
To: Daniel Draisen <ddraisen@kmdlawyers.com>
Subject: Re: Arden Chase HOA

Please call me Collin.

I did receive the email but we were delayed in meeting because of pre-existing obligations and not having a quorum to meet. We were then able to meet, and I forwarded the response to the HOA's attorneys.

Hope you are doing well.

Kindest Regards,

Collin

On Oct 31, 2017, at 9:06 AM, Daniel Draisen <ddraisen@kmdlawyers.com> wrote:

> Dr. Bryant: Last week I sent you via e-mail a revised submission to the Arden Chase HOA. Just wanted to make sure you received it. If you did not, please check your junk mail folder. Thanks,
>
> <image001.png>
> <image002.gif>
> ****This electronic communication and any attachment(s) are intended only for the person or entity to which it has been sent. Since the message originated or is associated with a lawyer or

law firm, it may contain information that is confidential and that is subject to attorney-client privilege, as well as work product protections. If this message has been received by someone other than the intended recipient, you are requested to immediately notify us by replying to the message and deleting it from your computer. Further, you are advised that any dissemination, copying or distribution of this message, or anything associated with this message, is strictly prohibited.****

Daniel Draisen

From: Daniel Draisen
Sent: Monday, October 09, 2017 10:34 AM
To: Sprouse, R. Scott Law Clerk (Mary G. Holahan) (rssprouselc@sccourts.org); rssprousej@sccourts.org
Cc: 'Ernie Trammell'; fmcclain@cityofandersonsc.com
Subject: Arden Chase HOA vs. Griffin C/A 2017-CP-04-1244
Attachments: Ltr to Judge Sprouse 10-9-17.pdf

Dear Judge Sprouse: Please see attached letter sent at the insistence of my clients. Mr. Trammell and Mr. McClain are copied on this correspondence to the Court.

With kind regards, Daniel

DANIEL L. DRAISEN
ATTORNEY
KMD LAWYERS KRAUSE MOORHEAD & DRAISEN P.A.

207 E. CALHOUN ST.
ANDERSON, SOUTH CAROLINA 29621
TEL (864) 225-4000
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EMAIL: DDRAISEN@KMDLAWYERS.COM
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KRAUSE MOORHEAD & DRAISEN P.A.

207 EAST CALHOUN STREET
ANDERSON • SOUTH CAROLINA • 29621
PHONE (864) 225-4000
FAX (864) 964-0788
WWW.KMDLAWYERS.COM

October 9, 2017

Hon. R. Scott Sprouse
Circuit Court Judge
P.O. Box 8002
Anderson, South Carolina 29622

RE: Arden Chase Homeowners' Association, Inc. vs. Eugene L. Griffin, Jr. and Beth King Griffin
C.A. No.: 2017-CP-04-01244

Dear Judge Sprouse:

I write to you at the insistence of my clients who have implored me to reiterate to the Court that since your ruling in the original lawsuit the Arden Chase HOA held a meeting and elected new officers and new ACC members. The new ACC members all owners that were *against* the construction of the Griffin garage. Mr. Smith was a Plaintiff in the original lawsuit, Dr. Bryant testified against the construction, and Mr. Elliott indicated that he was against the garage in response to a questionnaire. Mrs. McClain, ex-officio member, is the wife of the Plaintiff's attorney, Frankie McClain.

The crux of the issue at hand here is the Court's ruling that the Covenants do not permit the garage door to face any part of Arden Drive. If the Court's intention was that the entire building be turned, doing so would create setback issues in that the rear corner of the building if turned would encroach into the setback requirement established by the Covenants. Per the Court's ruling, my clients have re-designed the front wall of the building ever so slightly to make sure that the wall containing the garage door only faces Concord Road. While doing so causes the square footage to increase by some 50 ft., it does not create any setback issues. We assert that there are no square footage limitations contained in the Covenants just as there are no height restrictions. In addition, there are no restrictions in the Covenants that state that a wall of a structure cannot have a slight turn in it. Therefore, neither of the changes would justify denial by the ACC. However, my clients strongly believe that if required to either a) turn the entire building, or b) re-submit the plans to the ACC, that the ACC (all of the members of which are against the construction) will find some reason to deny the plans causing us to have to bring this matter back to Court again all while further delaying the construction.

Finally, as the structure is basically framed in at this time, the Griffins wished to extend an invitation to the Court to come and look at the structure. We believe by doing so the Court will clearly see that the current position of the building is the best for all concerned and that it meets the requirements of the Covenants.

With kind regards,

KRAUSE, MOORHEAD & DRAISEN, P.A.

Daniel L. Draisen

DLD
cc: Ernie Trammell, Esq.
Frankie McClain, Esq.

STEVEN M. KRAUSE
skrause@kmdlawyers.com
CERTIFIED NATIONAL BOARD OF TRIAL ADVOCACY

J. KIRKMAN MOORHEAD
kmoorhead@kmdlawyers.

DANIEL L. DRAISEN

STEVEN B. LEVEFRE
slefevre@kmdlawyers.com

TIMOTHY A. NOWACKI
tnowacki@kmdlawyers.com
ALSO ADMITT

J. Franklin McClain, Attorney at Law
401 S. Main Street
Anderson, South Carolina 29624
(864) 231-1137
(864) 231-5939, fax

October 10, 2017

Honorable R. Scott Spouse
Circuit Court Judge
Post Office Box 8002
Anderson, SC 29622

RE: Arden Chase Homeowners' Association, Inc. vs. Eugene L. Griffin, Jr. and Beth King Griffin
Case Number: 2017-CP-04-01244

Dear Judge Sprouse:

This matter was heard by you on Friday October 6th and it was our understanding that the hearing was ended. I asked at the hearing that you look at the structure and there is certainly no objection to that.

Since Mr. Draisen has presented his argument, we feel necessary that we respond on behalf of the Homeowners' Association as follows:

1. Due to the death of the President of the HOA, a meeting was held on April 19th and new officers were elected without opposition. Mr. and Mrs. Griffin were present and participating in the meeting.
2. The clear language of your order was that the garage, as planned , was in violation of the restrictions and to comply "its" direction would have to be turned.
3. We submit that the redesign of the front of the garage was done in an attempt to circumvent, rather than comply, with your order. Nonetheless, it is not the same design that was previously submitted and therefore a new plan must be submitted for approval by the ACC.

Thank you for your consideration and kind patience in hearing this matter.

Very truly yours,

J. Franklin McClain
JFM/hem
CC: Ernie Trammell
Daniel Draisen

Daniel Draisen

From: Daniel Draisen
Sent: Tuesday, October 17, 2017 4:44 PM
To: Sprouse, R. Scott Law Clerk (Mary G. Holahan) (rssprouselc@sccourts.org); rssprousej@sccourts.org
Cc: Ernie Trammell; 'Frankie McClain'
Subject: Arden Chase vs. Griffin
Attachments: Defs Motion to Reconsider Alter Amend.pdf; ACC Denial of Revised Plans.pdf; REVISED Garage Plan to ACC.pdf

Dear Judge Sprouse: In accordance with your most recent Order, we promptly submitted the revised garage plan to the ACC on October 13. Just as we anticipated, on October 16 we received the ACC's denial of those plans. Upon receipt of the denial, I filed a Motion asking you to Reconsider, Alter, Amend or Further Clarify your Order. As my clients are well into the construction of the garage, we would ask that you schedule a hearing on this matter as soon as possible. I do not anticipate that the hearing should take very long. Kind regards, Daniel

DANIEL L. DRAISEN
ATTORNEY

KMD LAWYERS KRAUSE MOORHEAD & DRAISEN P.A.

207 E. CALHOUN ST.
ANDERSON, SOUTH CAROLINA 29621
TEL (864) 225-4000
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Daniel Draisen

From: Daniel Draisen
Sent: Wednesday, November 01, 2017 2:29 PM
To: 'Collin Bryant'
Cc: ernie@trammellandmills.com; fmcclain@cityofandersonsc.com
Subject: RE: Arden Chase HOA

Dear Dr. Bryant: I received your email of yesterday and the letter again denying my clients' submission. It appears that you are requesting that I call you, but I am not permitted to do so when you are represented by attorneys without their knowledge and permission. I am providing a brief response and cc your attorneys herein.

In response to the most recent denial, it appears that the HOA simply wants to make my clients spend even more money having a surveyor draw and actual site plan when in this particular instance the ACC can actually go to the site and see first-hand where the structure is located. This is why a Google map was provided with an approximation of the location of the garage. The structure is already on the ground. An expensive sight drawing will provide the ACC with no additional information or details than can be determined at this point from a site visit. Heretofore, the prior ACC never required any owner to present more formal documents than those that have been provided by the Griffins. The ACC also apparently wants the Griffins to spend additional money on the landscape drawings when there is absolutely nothing different about the position of the garage than previously submitted other than the turning of the front wall. This is form over substance and an effort to simply cost the Griffins more money. We are happy to answer your questions about existing shrubbery to the right of the existing driveway. They are not shown in the drawing because there are no planned changes to the landscaping to the right of the driveway. All of this work is being done to the left of the existing driveway. There are no changes to the hardscape on the property to the right of the existing driveway either and this is why none are shown. As for at the garage, a small pie shaped concrete addition on the left side linking the garage to the existing driveway will be the only addition as is shown on the landscaping plan.

Finally, as for the repeated assertion that the garage door still faces Arden Chase road, it is simply wrong. As directed by the court, if a line is drawn from each corner of the wall containing the garage door NO part of that line intersects any part of Arden Chase drive. If you have evidence to the contrary, I would ask that the ACC provide that evidence so the Griffins and I can address same with the builder.

I am happy to talk with you, but if the only way the ACC is going to approve the garage is if the entire structure is torn down and turned that is not going to happen without a court order. Judge Sprouse made it clear that turning the garage was not the ONLY way this garage could meet the requirement of the covenants, but was the way the original approved plans could be made to meet the covenants.

I will ask the Griffins about preparing a site plan and an updated landscaping plan just to make sure you have those for your file (even though it is form over substance), but the issue of whether the door faces Arden Chase road needs to be resolved first and foremost.

Regards, Daniel

Daniel Draisen

Subject: FW: Griffins Garage In Arden Chase
Attachments: Letter and Attachments to Griffins 12-5-17.pdf

From: Ernie Trammell [mailto:ernie@trammellandmills.com]
Sent: Wednesday, December 06, 2017 5:17 PM
To: Daniel Draisen <ddraisen@kmdlawyers.com>
Cc: fmcclain@cityofandersonsc.com
Subject: Griffins Garage In Arden Chase

Daniel,

As a curtesy, I have attached a copy of a letter that was recently mailed by the Board of the Arden Chase Homeowners Association to the Griffins about their garage.

Best regards,

Ernest C. Trammell
Trammell & Mills Law Firm, LLC
Post Office Box 1656
Anderson, South Carolina 29622
(864) 231-7171
(864) 231-7488 (Fax)

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

IN THE COURT OF COMMON PLEAS

EUGENE L. GRIFFIN, JR., and BETH KING GRIFFIN, Plaintiffs, -vs- **ARDEN CHASE HOME OWNERS' ASSOCIATION, INC.,** Defendant.	**AFFIDAVIT OF BENJAMIN BECK, LAND SURVEYOR** C/A No 2017-CP-04-01244

PERSONALLY APPEARED BEFORE ME, Benjamin Beck who, being first duly sworn, states that he is over the age of eighteen (18) years, and that he freely and voluntarily gives the following statement:

1. I am employed as a land surveyor by PLS Solutions, LLC and work under the direction of T. Lloyd Sylva, a South Carolina Licensed Professional Land Surveyor holding license number 28142.

2. PLS Solutions was hired by the Griffin's contractor, Jack Jones, to perform a site survey of Lot 23 Arden Chase subdivision and the surrounding roadway to determine the precise location and direction of the detached garage constructed on Lot 23.

3. PLS was also tasked to determine if, when a straight line is drawn from each corner of the wall containing the garage door on the garage constructed on Lot 23, any portion of those lines intersect Arden Chase road.

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4. I performed the surveying work on the property and Mr. Silva did the drafting. The attached Survey of Arden Chase Subdivision, Lot 23, dated December 1, 2017, fairly and accurately depicts the precise location of the completed detached garage structure built on Lot 23, and the lines marked "sight view from garage" show the locations of straight lines drawn from each corner of the wall containing the garage door.

5. I certify and attest that when straight lines are drawn from each corner of the wall containing the garage door as constructed the lines do not intersect any portion of Arden Chase road, and that such lines intersect Concord Road only.

FURTHER AFFIANT SAYETH NOT.

BENJAMIN BECK

I, Benji Beck, by signing below, state that I have read the foregoing Affidavit and all matters alleged therein are true and correct to the best of my knowledge. Further, I acknowledge and understand that: **A FALSE STATEMENT CONCERNING THE FACTS CONTAINED IN THIS AFFIDAVIT MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL PENALTIES AS PROVIDED BY LAW.**

WITNESS #1

BENJAMIN BECK

WITNESS #2

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STATE OF SOUTH CAROLINA)
) ATTESTATION
COUNTY OF ANDERSON)

PERSONALLY appeared before me Brianna Lynch and made oath that (s)he witnessed BENJAMIN BECK, sign the foregoing Affidavit and that (s)he saw Jessica Burton witness the execution thereof. The witness further certifies that s/he is not an interested party to the transaction and that s/he personally witnessed the affiant sign the within document.

WITNESS #1

SWORN TO AND SUBSCRIBED BEFORE
ME this 20 day of April, 2018.

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: April 4, 2022

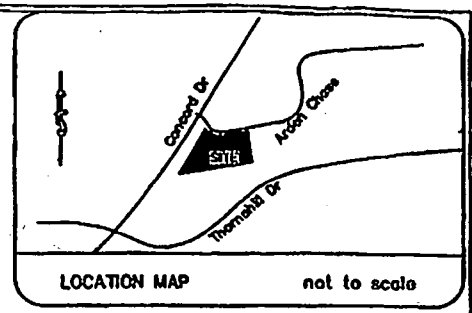
BRIANNA LYNCH NOTARY PUBLIC SOUTH CAROLINA

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EXEMPTION FROM REVIEW PROCESS
This Plat is a RESURVEY of an existing lot of record with no changes to existing lot-lines.

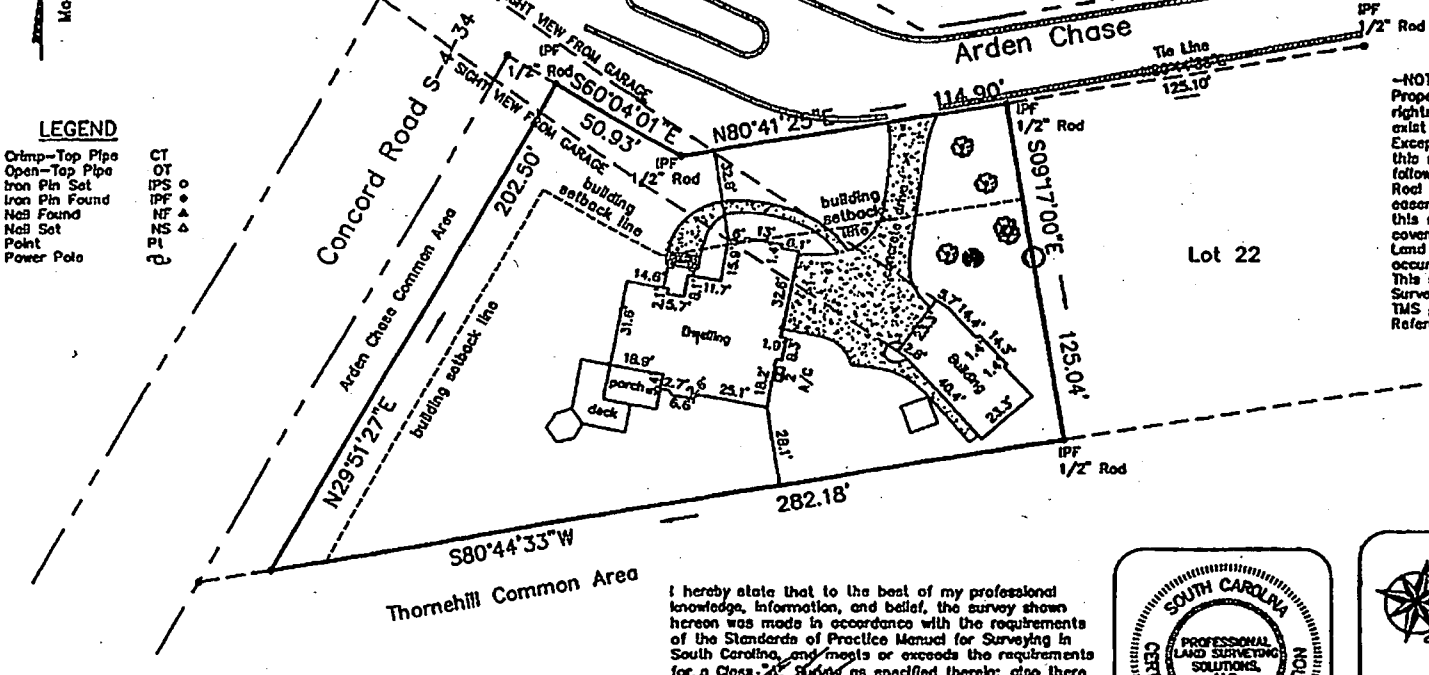
T. Lloyd Silva PLS No. 28142

Survey of
Arden Chase Subdivision, Lot 23
for
Eugene L. Griffin
and
Beth King Griffin
100 Arden Chase
Anderson County, South Carolina 29621
1" = 40' December 01, 2017



LOCATION MAP not to scale





LEGEND

Crimp-Top Pipe	CT
Open-Top Pipe	OT
Iron Pin Set	IPS o
Iron Pin Found	IPF •
Nail Found	NF ▲
Nail Set	NS △
Point	PI
Power Pole	PP

--NOTES--
Property & areas shown subject to any and all rights-of-way, easements, and restrictions that may exist of record, above or on the ground.
Except as specifically stated or shown on this Plat, this survey does not purport to reflect any of the following which may be applicable to the subject Real Estate: Easements, other than possible easements that were visible at the time of making this survey; Building setback lines; Restrictive covenants; Subdivision restrictions; Zoning or other Land use regulations and any other facts than an accurate and current Title Search may disclose. This survey does not constitute a Title Search by Surveyor.
TMS # 1471701057
Reference: Plat Book S134, Page 7
Plat Book S1176, Page 58

40' 0 40' 80'
scale Graphic Scale feet

I hereby state that to the best of my professional knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Standards of Practice Manual for Surveying in South Carolina, and meets or exceeds the requirements for a Class "A" Survey as specified therein; also there are not visible encroachments or projections other than shown.

T. Lloyd Silva PLS No. 28142

SOUTH CAROLINA PROFESSIONAL LAND SURVEYING SOLUTIONS, LLC No. 4745 CERTIFICATE OF AUTHORIZATION

PLS SOLUTIONS, LLC
107 PINE LANE
ANDERSON, SOUTH CAROLINA 29621
PHONE: (864) 630-9627

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STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

IN THE COURT OF COMMON PLEAS

EUGENE L. GRIFFIN, JR., and BETH KING GRIFFIN,

Plaintiffs,

-vs-

ARDEN CHASE HOME OWNERS' ASSOCIATION, INC.,

Defendant.

AFFIDAVIT OF JOHN "JACK" JONES, RESIDENTIAL BUILDER NO. 3276

C/A No 2017-CP-04-01244

PERSONALLY APPEARED BEFORE ME, John "Jack" Jones, who, being first duly sworn, states that he is over the age of eighteen (18) years, resides at 403 Concord Avenue, in Anderson, South Carolina, and that he freely and voluntarily gives the following statement:

1. I am a South Carolina Licensed Residential Builder holding license number 3276.

2. I was the original developer of Arden Chase subdivision, and I had John Stathakis, Esq. write the Declaration of Covenants, Conditions and Restrictions for Arden Chase, a Residential Community (the "Covenants"), dated February 1, 1990 and recorded in the Office of the Register of Deeds for Anderson County, South Carolina on May 29, 1990 in Book 1010 at Page 88.

3. It was never my intention to prevent or to restrict any owner in Arden Chase from building detached garages. To the contrary, and as is specified in the Covenants, it was my intent that any owner be allowed to keep a trailer, boat, motorhome, or other equipment on their property so long as same are housed within an enclosed garage.

4. I was hired by Gene and Beth Griffin to construct a detached garage on Lot 23, Arden Chase, to house their Recreational Vehicle.

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5. I am familiar with the litigation surrounding the construction of the garage, and am aware of the rulings contained in Judge Sprouse's Orders.

6. As stated above, as the developer of the subdivision I am familiar with the Covenants for Arden Chase. None of the Covenants or restrictions prohibit a structure from having a turn or angle along a wall. Such turns or angles in walls add architectural detail to the structure, and angles can provide the contractor with functional options for making a structure fit into a designated space. In addition, none of the Covenants or restrictions place any limitation on the number of square feet a detached garage can have.

7. I hereby certify and attest that the detached garage constructed on Lot 23 for the Griffins does not violate any of the Covenants, and that in compliance with Judge Sprouse's Order when straight lines are drawn from each corner of that wall containing the garage door no portion of those lines intersect any portion of Arden Chase road.

8. Other than the minor change made to angle the front wall so that in accordance with the March 28, 2017 Order when straight lines are drawn from each corner of that wall containing the garage door no portion of those lines intersect any portion of Arden Chase road (which added approximately 50 square feet), the plans and specifications, as well as the materials to be used, are the same as those submitted previously to Judge Sprouse in the litigation surrounding the construction of the subject garage.

9. It was readily apparent to me when the Griffins were required to re-submit their garage plans to the Architectural Committee as a result of the decision to change the angle of the wall which resulted in some added square footage (rather than to dig up and re-pour the foundation), after the homeowners had elected a new Architectural Committee made up of all owners that

opposed the construction of the garage, that any plans submitted by the Griffins for a detached garage would be rejected no matter what we did. This is exactly what happened despite the detailed drawings, site plan, landscape plan, foundation plan, and other submissions provide to the Architectural Committee.

FURTHER AFFIANT SAYETH NOT.

JOHN JONES

John Jones, by signing below, states that he has read the foregoing Affidavit and all matters alleged therein are true and correct to the best of his knowledge. Further, he acknowledges and understands that: **A FALSE STATEMENT CONCERNING THE FACTS CONTAINED IN THIS AFFIDAVIT MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL PENALTIES AS PROVIDED BY LAW.**

WITNESS #1

JOHN JONES

WITNESS #2

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STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

ATTESTATION

PERSONALLY appeared before me DANIEL L DRAIGEN and made oath that (s)he witnessed JOHN JONES sign the foregoing Affidavit and that (s)he saw Kathy B. Campbell witness the execution thereof. The witness further certifies that s/he is not an interested party to the transaction and that s/he personally witnessed the affiant sign the within document.

WITNESS #1

SWORN TO AND SUBSCRIBED BEFORE
ME this 25th day of April, 2018.

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 07-24-2018

ELECTRONICALLY FILED - 2018 Apr 30 12:15 PM - ANDERSON - COMMON PLEAS - CASE#2017CP0402632

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

IN THE COURT OF COMMON PLEAS

EUGENE L. GRIFFIN, JR., and BETH KING GRIFFIN,

Plaintiffs,

-vs-

ARDEN CHASE HOME OWNERS' ASSOCIATION, INC.,

Defendant.

AFFIDAVIT OF GEORGE STEPHEN CRAIN

C/A No 2017-CP-04-01244

PERSONALLY APPEARED BEFORE ME, George Stephen Crain who, being first duly sworn, states that he is over the age of eighteen (18) years, resides in Anderson, South Carolina, and that he freely and voluntarily gives the following statement:

1. At the time the Griffins' submitted their original detached garage plans to the Architectural Control Committee I was and had been a member of the ACC for some time.

2. I, along with Larry Rowland, constituting two of the three members of the ACC reviewed the floor plan drawing and the single elevation drawing, reviewed the Declaration of Covenants, Conditions and Restrictions for Arden Chase, considered the other structures in the neighborhood, and approved the detached garage plans submitted.

3. I am familiar with the litigation surrounding the construction of the garage, and am aware of the rulings contained in Judge Sprouse's Orders.

4. Having served on the ACC for a number of years, and having reviewed the submittals the current ACC required the Griffins to provide when re-submitting their detached garage plans, I can state with certainty that the ACC has never required any other owners to provide such detailed

drawings, site plans, landscaping plans, or the like.

5. When the Griffins were required to re-submit their garage plans to the Architectural Committee as a result of the decision to change the angle of the wall which resulted in some added square footage (rather than to dig up and re-pour the foundation), it was obvious to me that the newly elected Architectural Committee made up of all owners that opposed the construction of the garage would reject the plans no matter what was submitted. This is exactly what happened despite the fact that the detached garage does not violate the Restrictive Covenants.

FURTHER AFFIANT SAYETH NOT.

GEORGE STEPHEN CRAIN

George Stephen Crain, by signing below, states that he has read the foregoing Affidavit and all matters alleged therein are true and correct to the best of his knowledge. Further, he acknowledges and understands that: **A FALSE STATEMENT CONCERNING THE FACTS CONTAINED IN THIS AFFIDAVIT MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL PENALTIES AS PROVIDED BY LAW.**

WITNESS #1

GEORGE STEPHEN CRAIN

WITNESS #2

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STATE OF SOUTH CAROLINA)
) **ATTESTATION**
COUNTY OF ANDERSON)

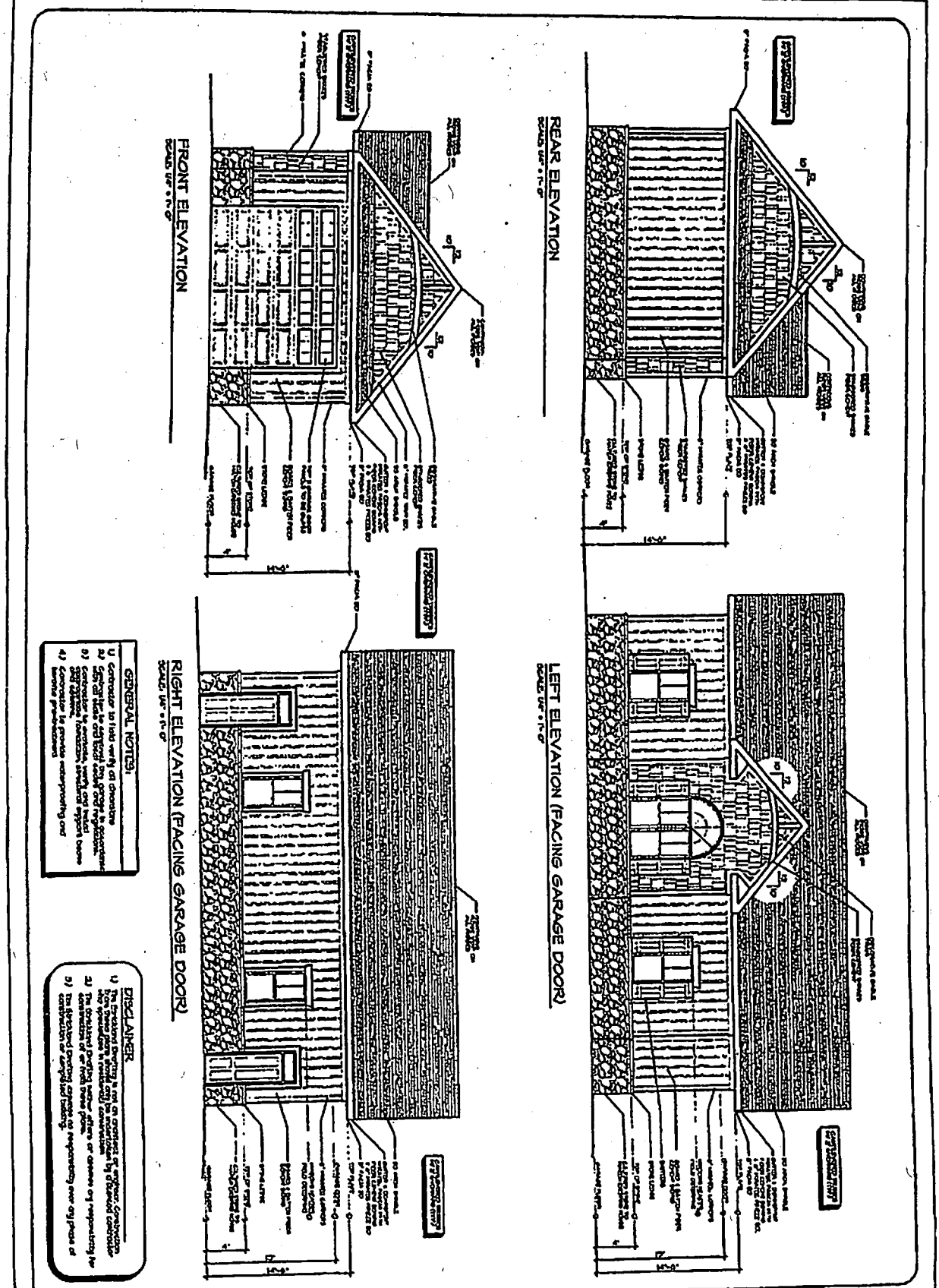
PERSONALLY appeared before me DANIEL L. DRAISEN and made oath that (s)he witnessed GEORGE STEPHEN CRAIN sign the foregoing Affidavit and that (s)he saw Kathy B. Campbell witness the execution thereof. The witness further certifies that s/he is not an interested party to the transaction and that s/he personally witnessed the affiant sign the within document.

WITNESS #1

SWORN TO AND SUBSCRIBED BEFORE
ME this 25th day of April, 2018.

Kathy B. Campbell
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 07-24-2018

REVISED PLAN

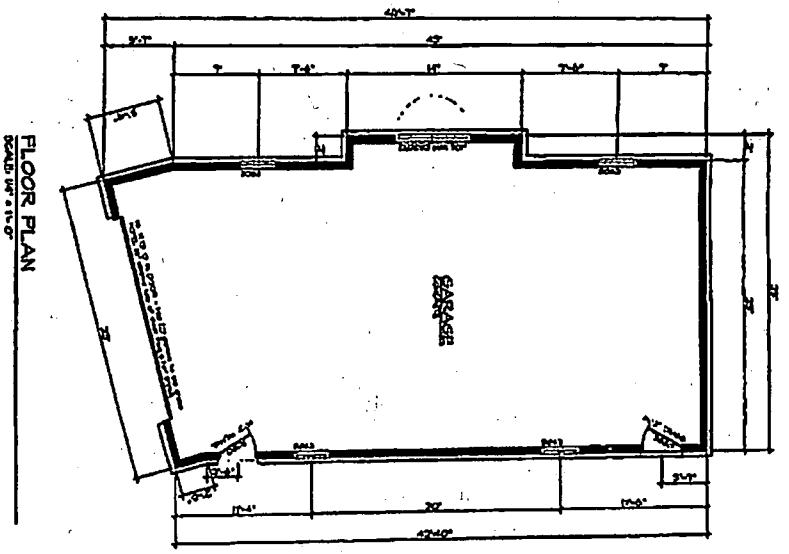


Griffin Garage Plan

Page A-1

Tim Strickland Drafting
2307 Bellview Road
Anderson, S.C. 29621 Ph. (864)933-5183

REVISED PLAN



FLOOR PLAN

GENERAL NOTES:

1) Contractor to field verify all conditions
2) Contractor to submit ...
3) ...
4) Contractor to provide ...

DISCLAIMER

1) The Finished Drawing is not an original or unique ...
2) The finished Drawing ...
3) The Finished Drawing ...

SQUARED FOOTAGE SUMMARY

GARAGE	1095
TOTAL HEATED	1095

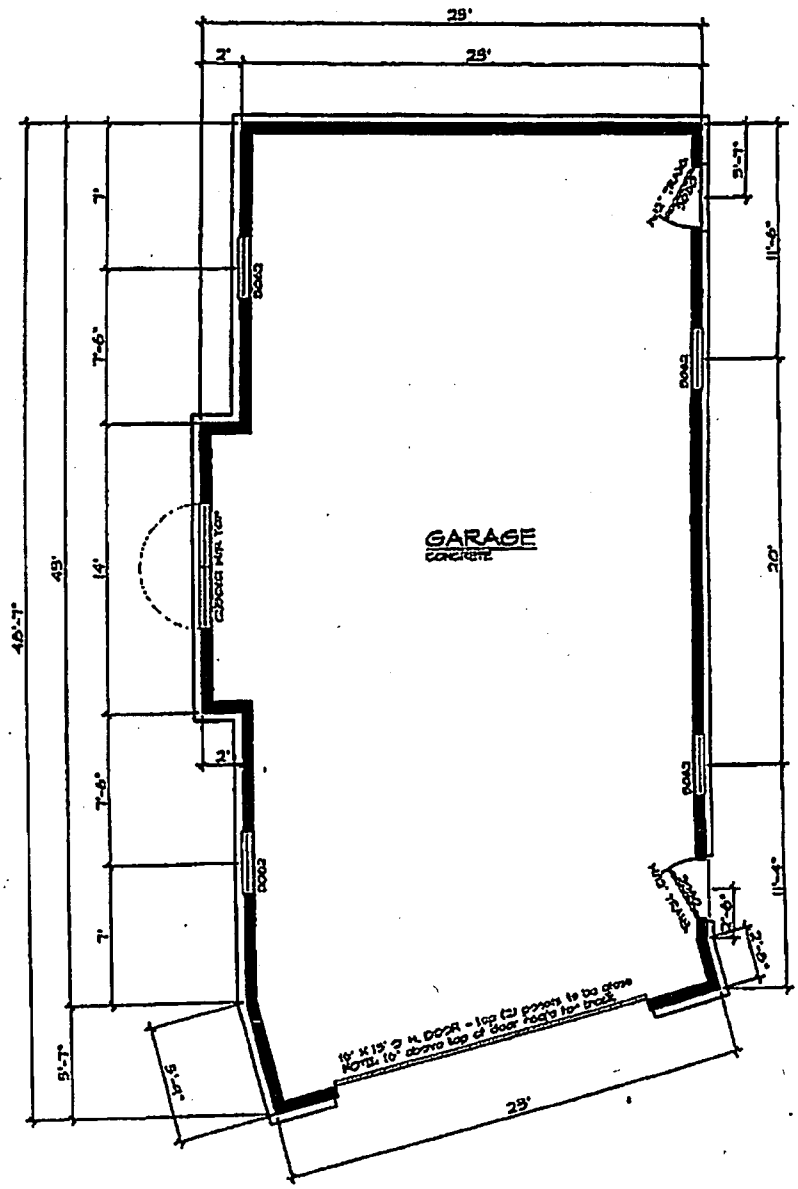
Page A-2

Griffin Garage Plan

Tim Strickland Drafting
2307 Bellview Road
Anderson, S.C. 29621 Ph. (864)933-5183

DATE
COLOR
DRAWN BY:
TIM STRICKLAND

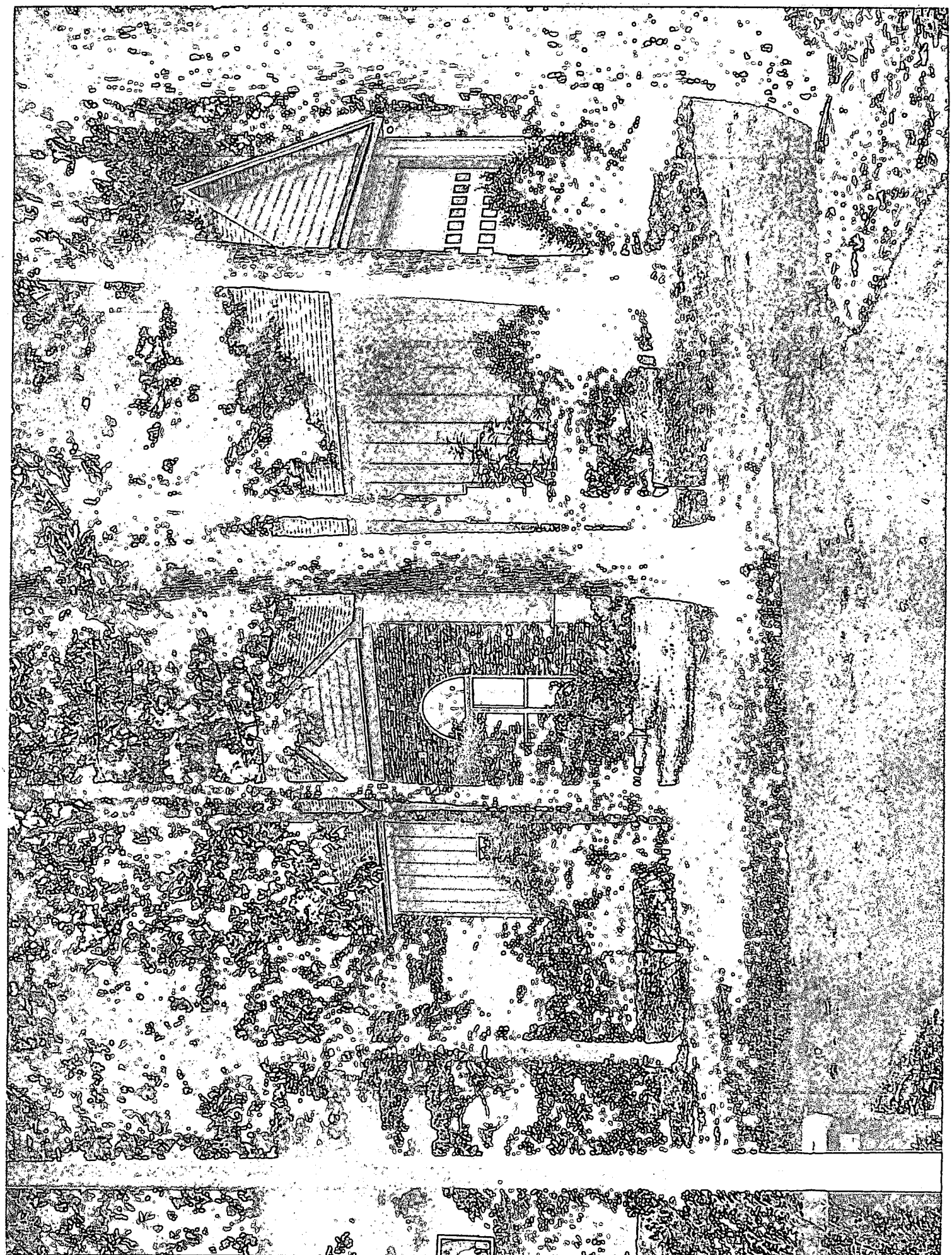
REVISED -
EXPANDED VIEW



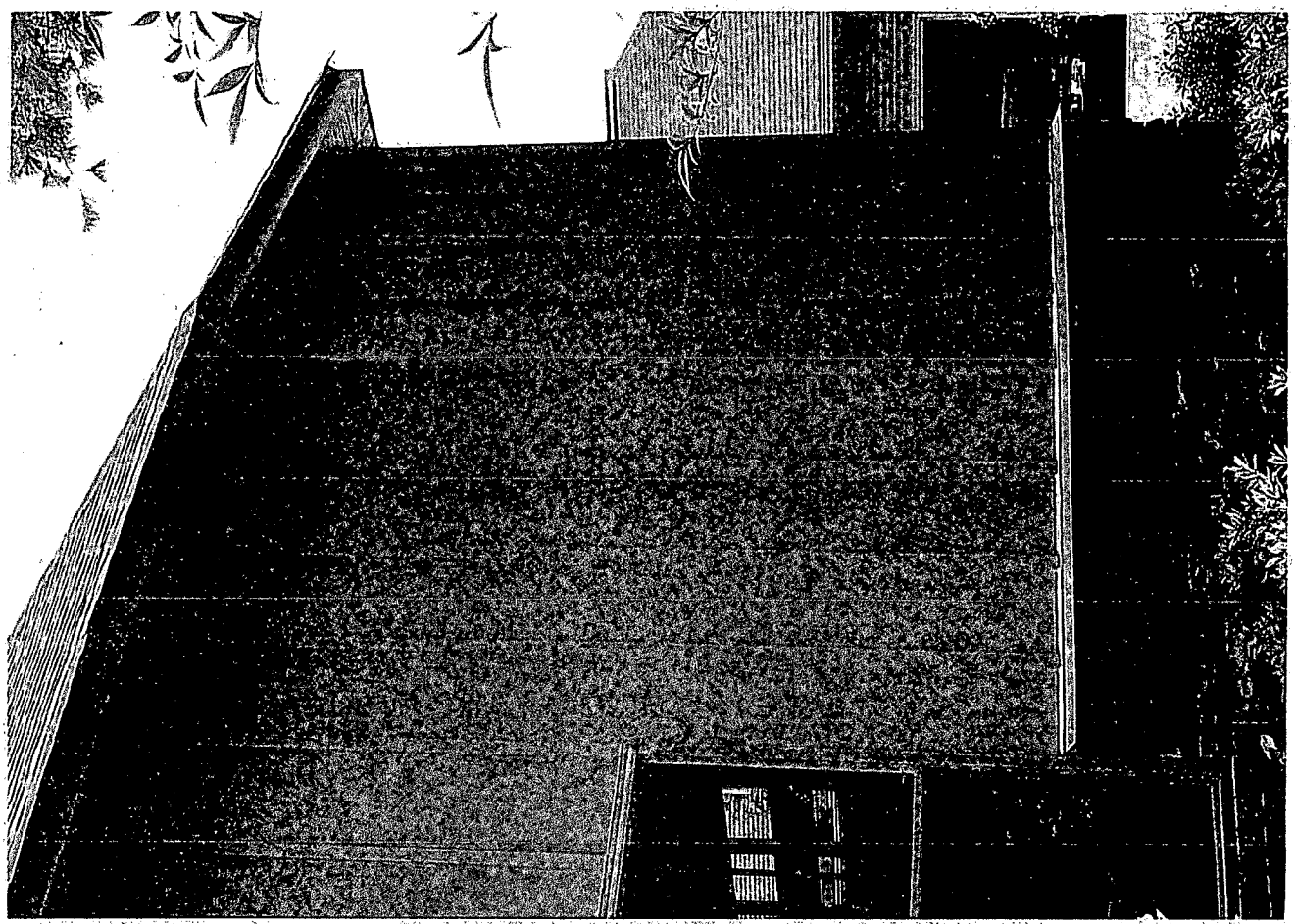
FLOOR PLAN
SCALE: 1/4" = 1'-0"

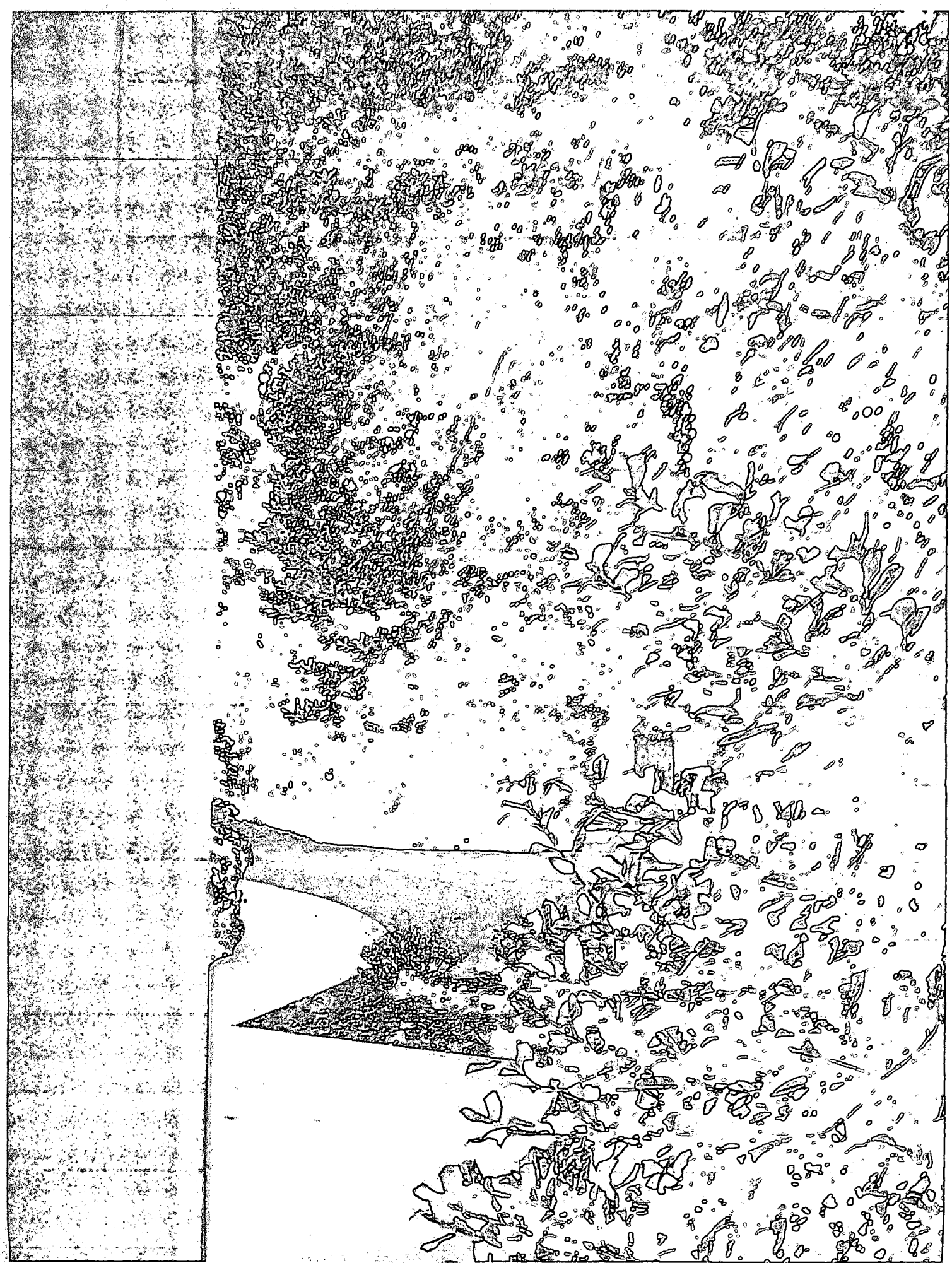
GENERAL NOTES:

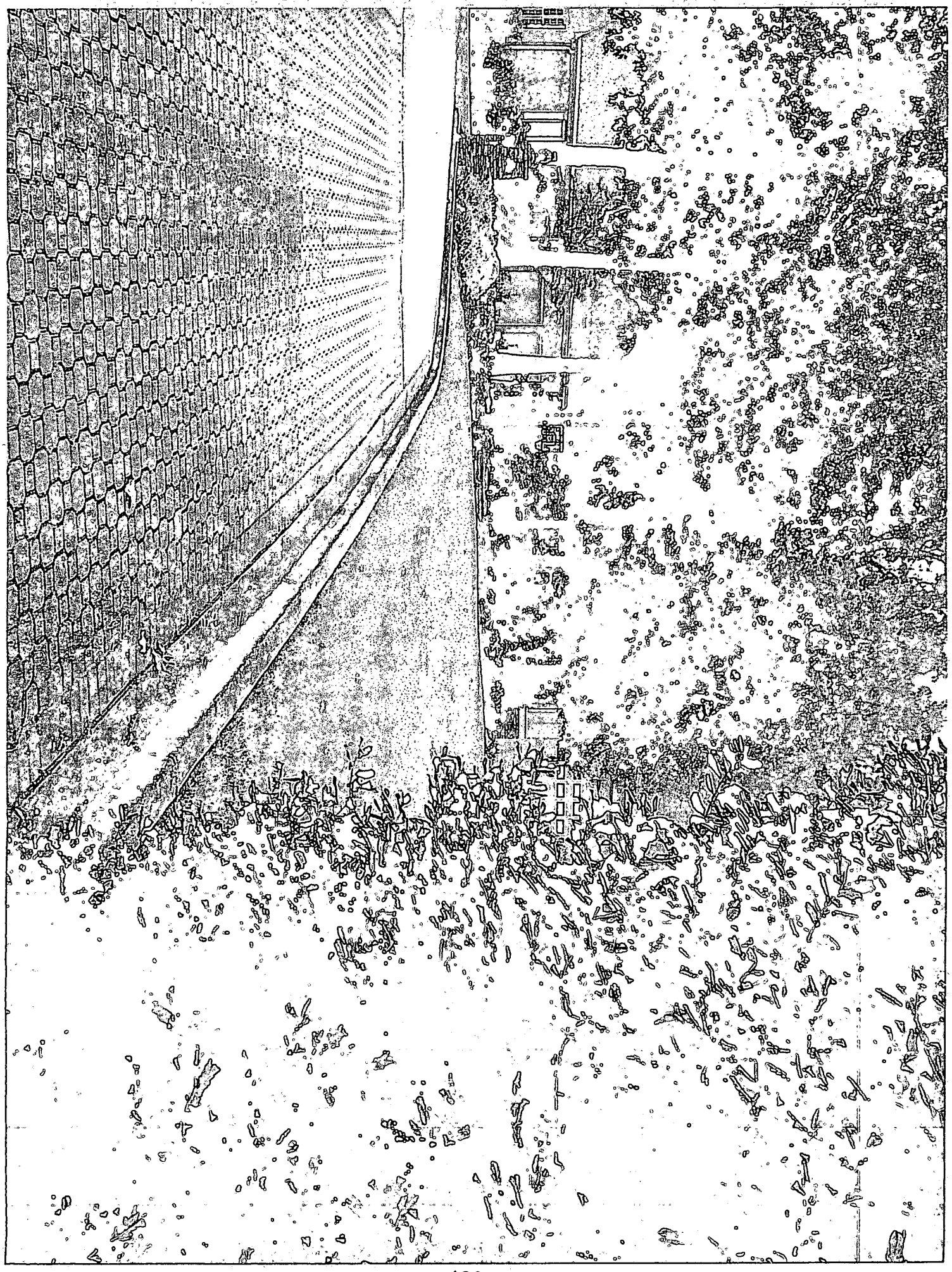
1) Contractor to field verify all dimens
2) Contractor to P . 2 3 garag
with all state
3) Contractor to evaluate, verify and

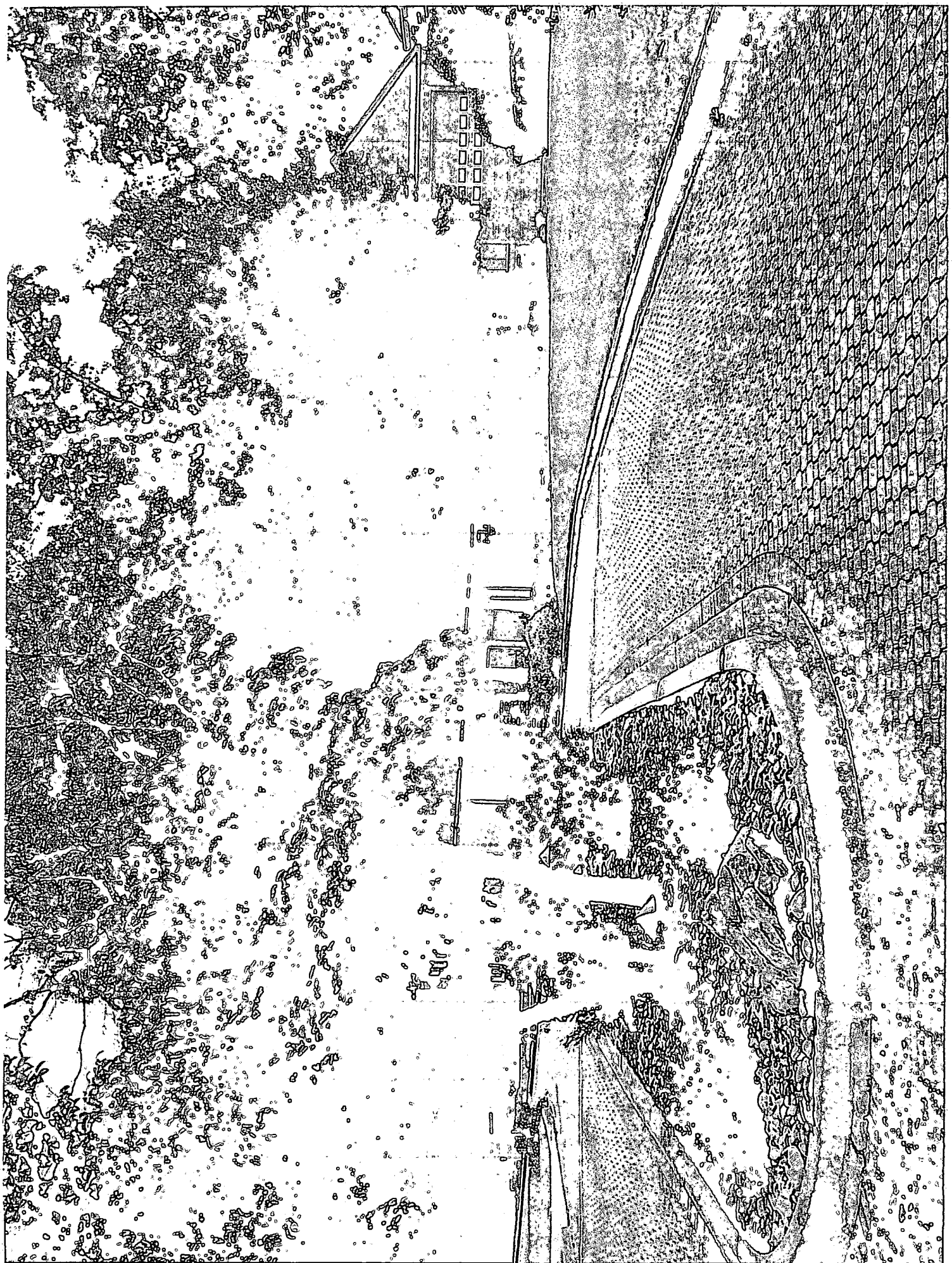


424









430



THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM ANDERSON COUNTY
Court of Common Pleas

R. Lawton McIntosh, Circuit Court Judge

RECEIVED
JUN 03 2019
SC Court of Appeals

C/A No. 2017-CP-04-2632
Appellate Case No. 2018-002028

EUGENE L. GRIFFIN, JR. and BETH KING GRIFFIN.....Appellants,

v.

ARDEN CHASE HOMEOWNERS' ASSOCIATION, INC......Respondent.

CERTIFICATE OF COUNSEL

I hereby certify, pursuant to SCACR 210(g), that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

Daniel L. Draisen, Esquire
SC Bar No. 13536
Krause, Moorhead & Draisen, P.A.
207 E. Calhoun Street
Anderson, South Carolina 29621
(864) 225-4000
Attorneys for Appellants