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STATE OF SOUTH CAROLINA  
 COUNTY OF SPARTANBURG

**FOUR SEASONS FARM HOMEOWNER'S  
 ASSOCIATION, INC.**

RECORDING OF DOCUMENTS PURSUANT TO THE  
 SOUTH CAROLINA HOMEOWNERS ASSOCIATION  
 ACT (S.C. CODE ANN. §§ 27-30- 110 TO -170):

1. FOUR SEASONS FARMS RULES AND REGULATIONS  
 (EFFECTIVE 6/06/2021)

***Cross Reference: Amended and Restated Declaration of Protective Covenants, Conditions, Restrictions, and Easements of Four Seasons Farms Subdivision, recorded in Deed Book 81-W, at Page 690.***

WHEREAS, the South Carolina Homeowners Association Act (S.C. Code Ann. §§ 27-30-110 to -170) requires Homeowners Associations to record Governing Documents, Rules, Regulations, and amendments thereto; and

WHEREAS, the Amended and Restated Declaration of Protective Covenants, Conditions, Restrictions, and Easements of Four Seasons Farms Subdivision was recorded on December 15, 2004, in the Office of the Register of Deeds for Spartanburg County in Deed Book 81-W, at Page 690 (as amended and supplemented, the "Declaration"); and

WHEREAS, the Rules and Regulations was previously recorded on December 7, 2020, in the Office of the Register of Deeds for Spartanburg County in Deed Book 130-E, at Page 967 (as amended and supplemented, the "Declaration"), and is hereby **rescinded**; and

WHEREAS, pursuant to the Declaration, Four Seasons Farm Homeowner's Association, Inc. is the Homeowners Association for Four Seasons Farm; and

WHEREAS, Four Seasons Farm Homeowner's Association, Inc. desires to comply with the recording requirements of the South Carolina Homeowners Association Act by recording its Governing Documents, Rules, and Regulations, as amended; and

NOW THEREFORE, in accordance with the foregoing, Four Seasons Farm Homeowner's Association, Inc. does hereby record the following to comply with the recording requirements of the South Carolina Homeowners Association Act:

1. Four Seasons Farms Rules and Regulations – attached as **Exhibit A**.  
 (collectively the "Documents".)

IN WITNESS WHEREOF, Four Seasons Farm Homeowner's Association, Inc. has by its duly authorized officer set its hand and seal this 26th day of October, 2021.

SIGNED SEALED AND DELIVERED  
in the presence of:

**FOUR SEASONS FARM HOMEOWNER'S  
ASSOCIATION, INC.**

[Signature]  
(Witness 1)

By Albert D. Gauthier (L.S.)

[Signature]  
(Witness 2)

**Print Name: Albert D. Gauthier**

**Its: President**

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF SPARTANBURG    )

**ACKNOWLEDGEMENT**

I, Yvette W. Mize, Notary Public for the State of South Carolina, do hereby certify that Four Seasons Farm Homeowner's Association, Inc., by Albert D. Gauthier, its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 26th day of October, 2021.

Yvette W. Mize  
Notary Public for South Carolina  
My Commission Expires: 2/18/2031

# Four Seasons Farm Homeowners Association, Inc.

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213 E. Butler Road, Mauldin, SC 29662 Phone 864-568-5800 - Fax 864-568-5802

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DATE: October 27, 2021  
TO: Four Seasons Farm Homeowners  
RE: Rules and Regulations

## Four Seasons Farm RULES AND REGULATIONS

**PLEASE READ ALL THESE DOCUMENTS-THEY ARE VERY IMPORTANT! They will be effective  
June 6, 2021 and enforced June 6, 2021**

For brevity and simplicity, many of the covenants and restrictions presented are abbreviations and/or paraphrases of what appears in the Declaration.

These guidelines have been established in order to maintain and enhance the character and visual environment, as well as protect values within the Four Seasons Farm HOA community. Many of the guidelines have been extracted from the Covenants & Restrictions document for the Four Seasons Farm Subdivision and are not intended to change, alter, or circumvent the community covenants, restrictions and by-laws.

Failure of the homeowner to submit the required information or failure to comply with these guidelines could result in immediate action requiring corrective action at the homeowner's expense. Failure to comply can also result in suspension of voting privileges, and a monetary fine to the homeowner's account. There is no time limit on the Association as to initiating an enforcement action. Therefore, please contact the Architectural Control Committee (ACC) if there is any doubt as to the need to obtain approval for any exterior improvement or alteration. If you are unsure about the need to submit a request, please submit it. It is better to err on the side of submitting the request rather than suffering any consequences of failure to do so for an improvement needing approval.

Covenant: No building, fence, wall or other structure of any kind, or alterations or additions or change of exterior appearance thereto shall be commenced, erected or maintained upon the Property or any Lot until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the ACC, as defined in covenant, Sec. 6.2, Architectural Review Committee (Art. VI).

Keep in mind that the ACC does not review the structural adequacies, building code, or permit issues for any proposed modification. The property owner is responsible for ensuring that all modifications are structurally adequate, meet applicable building codes and are performed with the appropriate permits. Please contact the Spartanburg County Building Codes for the most up to date information on permits.

## Four Seasons Farm Rules and Regulations

**Effective: 6/6/2021**

**Enforced on: 6/6/2021**

Note: These rules, regulations, guidelines and forms have been created to help maintain a great community for all to enjoy and live. They are as a supplement to the protective covenants.

Please make sure to read and understand Appendix A - ENFORCEMENT.

### General Rules and Regulation

#### A. GENERAL CONSIDERATIONS

1. **Speed Limit:** The speed limit within Four Seasons Farms is 25 mph in all streets. Please obey all signs.
2. **Nuisance:** Any noise or other nuisance that may unreasonably interfere with the peace and quiet of other residents is not permitted. The time between 9:00 pm and 7:00 am shall be declared quiet time Spartanburg County ordinance Article II, Noise, Section 30-29, Unlawful Operations (Art. VII, Sec. 7.22).
3. **Absent Owner:** Owners absenting themselves remain responsible for adherence to all the Rules and Regulations, and for making arrangements to receive mail, including written notices from the Board of Directors or Property Manager, during their absences.
4. **Business:** Homes are to be occupied for residential purposes only (Art VII, Sec. 7.2).
5. **Lot Usage:** Lots are to be used exclusively for residential purposes. No business or business activity shall be carried on in any lot except with Board approval. Any business approved may not create a disturbance or increase traffic flow. Private home offices are permitted.
6. **Unightly/Unkempt Lots:** The pursuit of anything deemed to cause disorderly, unsightly or unkempt conditions shall not be pursued or undertaken in any part of the community (Art. VII, Sec. 7.23).
7. **Signs:** No signs of any kind may be erected by an owner or occupant without the prior written consent of the Architectural Review Committee except a small "For Sale" or "For Rent" sign. This includes, estate, contractor, and but not limited to: real political signs. In addition small "security system" signs may be placed discretely. No "for sale" signs by any resident/realtor can be displayed at the entrance to Four Seasons Farm except in the case of advertising an "open house". The signs must be removed immediately after the open house ends or will be removed and disposed of by any Director. Signs that show "For Rent", advertise a business or any type political signs are prohibited and the resident subject to fines (Art. VII, Sec. 7.15).
8. **Firearms & Fireworks:** Display or discharge of firearms or fireworks is prohibited. The term 'firearms' includes rifles, pistols, 'BB' guns, pellet guns, and small firearms of all types (Art. VII, Sec. 7.25).

#### B. Architectural Control - Architectural Review Committee

1. **Structures:** All structures, including buildings, storage sheds, fences, walls and driveways must have plans submitted to the Property Manager and be approved in writing by the Architectural Review Committee before construction may begin (Art. VII, Sec. 7.6, 7.8, 7.9). Chain Link fences are prohibited.
2. **Detached Structures:** No detached structure may be erected without approval from the Architectural Review Committee. All such structures must be placed in a location inconspicuous from public view. All materials used in the construction of such buildings must match the main dwelling located on the lot (An VII, Sec. 7.7).

3. **Exterior Changes:** All exterior structural improvements, alterations, or changes, including paint color, made to your home or lot require written approval from the Architectural Review Committee. An Architectural Request Form must be filled out and submitted in writing along with detailed drawings and specifications for approval to the Property Manager. The ARC may request additional details from the owner, and may take up to forty-five (45) days to respond to a request. Homeowners should be mindful of this time frame when submitting drawings and specifications. Please refer to the Covenants for specifics regarding the required plans/specifications which need to be submitted (Art. VII, Sec. 7.34).
4. **Sheds/Outbuildings Rules (Art. VII, Sec. 7.9):**
  - A. **Sheds/outbuildings:** All detached structures and accessory sheds require ACC approval and must be located to the rear of the main building. Temporary or metal sheds/outbuildings are prohibited.
  - B. **Specifications for Basic Shed/Outbuilding** The dimensions of the structure shall not exceed 12 feet by 12 feet. Side walls shall not exceed 8 feet in height at the exterior from grade level to the bottom of the eaves. Roofs shall be gable winded or hipped. The roof pitch shall approximate that of the main house. Roof, doors and siding shall approximate the color of the main dwelling.
5. **Awnings:** Awnings and similar structures are considered permanent additions to the house. Categories of such awnings are those deigned to be installed over windows, doorways, decks, patios, etc. Metal canopy awnings are prohibited. All awnings require ACC approval.
6. **Decks:** All deck replacements, additions, or new installations are considered an elevation change and must be approved by the ACC.
7. **Driveway Coatings:** The painting of driveways is prohibited. However, clear sealers may be applied without obtaining ACC approval.
8. **Driveway Additions:** Driveways may be widened up to eight (8) feet and extended no further than the front of the garage. The expansion must be made of concrete that matches the concrete of the existing driveway. All driveway expansions require ACC approval.
9. **Sun Rooms and Screened Porches/Deck:** All structures require the approval of ACC.
10. **Swimming Pools/Hot Tubs:** Only in ground swimming pools located behind the house will be considered for approval by the ACC. The request must indicate that all code required for fencing and safety equipment will be installed. This provision does not apply to temporary children's pools that are ten (10) feet or less in diameter. Above ground pools, whether installed free standing on the ground or installed within a deck, are prohibited. Hot tubs are permitted with ACC approval. Hot tubs must be placed at the rear of the dwelling and should be enclosed with a privacy fence as to screen the hot tub from the street/neighbors (Art. VII, Sec. 7.32).
11. **Temporary Structures and Dwellings:** No structure of a temporary nature shall be erected or allowed to remain on any lot. Also, no trailer, camper, shack, tent, garage, barn or similar structure shall be used as a residence, either temporarily or permanently.
12. **Lamp Posts & Gazebos:** Front yard lamp posts are permitted subject to ACC approval. Lamp posts must be situated no less than two-thirds (2/3) up the driveway from the street. All gazebo and such structures require the approval of the ACC. They will be located behind the house, shall not exceed 12 feet in diameter and shall be constructed of wood. Metal structures are prohibited.
13. **Satellite or TV Dish or Radio Antenna:** Satellite dishes not exceeding 18" in diameter are permitted. Screening and location must be approved by the Architectural Review Committee. No radio or television antennae are permitted on any lot exterior and or roof (Art. VII, Sec. 7.24).
14. **Use of Property:** Lots shall be used for single-family residential use only and not for business activities unless approved by the ACC.

15. **Utility Lines:** No overhead utility lines, including lines for cable television, shall be permitted within the community, except for temporary lines as required during construction (Art. VII, Sec. 7.27)
16. **Name Signs and Property Identification Markets:** These require the approval of the ACC. The painting of address numbers on the curb is prohibited.
17. **Mailboxes:** All mailboxes must be consistent with the approved standard mailbox for the community (see the Architectural Packet).
18. **Clothes Lines:** Any clothes lines must be concealed from streets/adjoining property and general view (Art. VII, Sec. 7.19).
19. **Garbage Containers, Etc.:** Any garbage container, lawn mowers, other equipment, and clotheslines must be concealed from streets/adjoining property and general view. All trash cans must be returned to their storage place the same day as trash pickup (Art. VII, Sec. 7.19; 7.20).
20. **Trash Dump:** No lot or common area shall be used or maintained as a dumping ground for rubbish.
21. **Basketball Goals:** Permanently installed basketball goals are permitted with ACC approval. They must be situated no less than two-thirds (2/3) up the driveway from the street. Portable basketball goals shall be assembled in accordance with manufacturer's instructions (i.e. having the base filled with sand/water, not weighted down with blocks, etc.) shall be in a good state of repair and shall not be located at or in the street, so as to cause a nuisance or safety hazard to other homeowners.
22. **Play Structures:** They must be located in the back yard. Play structures more than 6 feet in height, 6 feet in length or 6 feet in width must be submitted to the ACC for approval. Materials, color and placement on the property will be considered in the review process (Art. VII, Sec. 7.33).
23. **Trampolines:** Trampolines are allowed without prior approval from the ACC. The trampoline must be located at the rear of the house at all times, and must be assembled and secured according to the manufacturer's recommendation. All equipment associated with the trampoline must be properly maintained and kept in good visual condition by the property owner (Art. VII, Sec. 7.33).
24. **Artificial Vegetation/Exterior Sculpture, etc.:** No artificial vegetation shall be permitted on the exterior of any property. Any other exterior sculpture, fountains, flags, etc. must have Architectural Review Committee approval (Art. VII, Sec. 7.30).
25. **Exterior Maintenance:** Any owner who fails to properly maintain the exterior of their residence, including the yard, fence, etc. may be subject to a special assessment equivalent to that required to properly maintain the exterior of such.
26. **Solar Panel:** Solar energy collector panels or attendant hardware or other energy conservation equipment shall be contracted or installed that is an integral and harmonious part of the architectural design of the structure, as determined in the sole discretion of the Architectural Review Committee. Panels shall not be facing on the front of the house. (Art. VII, Sec. 7.31)

#### **G. Parking Policy (Art. VII, Sec. 7.16)**

1. **Parking Rights:** Homeowner and guest vehicles may only be parked in areas designated as driveway, and garage. No vehicles may be parked on unsold lots or common area (unless temporary approval assigned by the property manager). Vehicles are not to be parked on the street (controlled by the HOA as defined by the County) or on the lawns to avoid safety and liability concerns. Should the homeowner park in an illegal manner, they are subject to the HOA enforcement policy. It is a violation of county parking guidelines to block sidewalks, driveways, fire hydrants when parking and park vehicles within 20 feet of an intersection. If vehicles are expected to overflow homeowner driveway and garage, the Property Manager is to be contacted to authorize a plan for parking to avoid safety and liability issues. If vehicles are expected to overflow, no vehicles are to park on both sides of the any street or at any intersection to avoid safety and liability issues.

No vehicle, boat, motor home, mobile home, buss, commercial vehicles (over 1 ton capacity), trailer or recreational vehicle may be left upon any portion of the community for a period of longer than 5 days unless stored in a garage.

2. **Unlicensed Vehicles:** Any unlicensed vehicle must be parked in a garage.
3. **Pathways/unpaved Common Area** No motorized vehicle ATVs shall be permitted on pathways, streets or unpaved common area.
4. **Commercial Vehicles:** Commercial or service vehicles may park at Four Seasons Farm only when being used to perform a service during the course of the work. Attempt made to park in homeowner's driveway. If vehicles are expected to overflow, no vehicles should park on both sides of the any street or at any intersection to avoid safety issues.
5. **Vehicle Repairs:** All vehicles on the property must be fully licensed and in operating condition. Vehicle repairs due to an emergency or short term periods are allowed. Long term repairs of non-operating vehicles are prohibited in driveways

#### D. Landscaping

1. **Intersections Obstruction:** All property located at a street intersection shall be landscaped so as to permit safe sight across the street corners. It is the responsibility of the lot owner to insure that the view of traffic at intersections is unimpeded.
2. **Trees:** Removal of live trees in excess of 4" in diameter at 2-foot heights requires Architectural Review Committee approval (Art. VII, Sec. 7.13).
3. **Retaining Wall:** Retaining walls are permitted with the approval of the ACC. The height may not rise above the finished grade elevation of the embanked earth. The exposed part of retaining walls shall be made of clay bricks, concrete bricks, concrete retaining wall stones, natural stone, or pressure treated lumber.
4. **Drainage:** Catch basins and drainage areas are for the purpose of natural water flow of water only. No obstructions or debris shall be placed in these areas. No owner or occupant may alter, obstruct, or re-channel the drainage flows after location and installation of drainage swales, storm drains ((Art. VII, Sec. 7.25).

#### E. Pets/Animals (Art. VII, Sec. 7.21)

1. **Animals, Etc.:** No animals, livestock or poultry may be kept on any lot. However, dogs, cats, or other small household pet may be kept, but not for breeding or commercial purposes and must not constitute a nuisance or cause unsanitary conditions. Animal pens more than 6 feet in height, 6 feet in length or 6 feet in width must be submitted to the ACC for approval. Dog houses available from local pet retailers which do not exceed these dimensions are permitted.
2. **Local Ordinances:** All local ordinances pertaining to pets must be observed. County Animal Control will be notified of violations.
3. **Owner Responsibility:** The owner is responsible for the actions of pets belonging to anyone residing in or visiting their residence. All pet excrement must be picked up immediately regardless of where it is deposited. The costs of repairing any damage to the Common Areas caused by any pet shall be assessed to the owner or resident responsible.
4. **Containment of Pets:** All pets must be kept in a fenced (also electric fence) yard or on a leash.
5. **Health:** All pets must be registered and vaccinated.
6. **Endangerment:** If the Board determines that any pet endangers health or constitutes a nuisance, they may ask the owner to remove such.

**F. Transfer of Property and Rental Policy (Art. VII, Sec. 7.17)**

1. The Property Manager must be notified *10 days prior to the transfer* of any property within the subdivision. All dues paid or due must be verified prior to closing.
2. If any residence is leased, the Owner must notify the Property Manager within ten (10) days after the lease is signed.
3. Terms of lease must be for at least 6 months and lease not less than the entire home, nor shall any home be leased for transient or hotel purposes.
4. Any lease must be in writing and provide that the terms of the lease and the occupancy of the residence shall be subject in all respects to the provisions of the Covenants, Conditions and Restrictions, the By-Laws and Rules of the Association. Homeowners must inform renters of the applicable policies and covenants as stipulated in the Covenants, Conditions and Restrictions and By-Laws of the Association and provide the renter with a copy of these "Rules and Regulations".

*The homeowner remains responsible for the payment of all Association fees and assessments. Any lessee who fails to comply with the terms of such documents shall be in default under the lease.*

5. Any homeowner who is planning to rent his/her home shall, within seven (7) days of execution of a lease or rental term deliver to the Property Manager when the space will be rented and who the renter will be as well as a copy of the lease.



## **Appendix A**

### **Enforcement Policy**

The Board of Directors has adopted the following procedure to govern the process that is to be followed for enforcement of the Association's Governing Documents and this Policy.

1. All complaints shall be directed to the Four Seasons Farm Property Manager as assigned by the Directors.
2. Four Seasons Farm Rules, Regulations, Covenants, Bylaws and all compliance shall be enforced and communicated to residents by the Property Manager in conjunction with the HOA Directors. These notifications, penalties and fines are general guidelines and be modified by the HOA Directors depending upon the violations and any circumstances.
3. When a violation or issue is brought to the attention of Property Manager, the Board will be notified for review and any action necessary.
4. Once a violation letter is sent, it becomes the responsibility of the homeowner to contact the Property Manager in writing to show that the violation has been corrected so the violation can be closed. All fines will continue to accrue on the homeowner's account until the homeowner does so.
5. All fines shall be payable to the HOA within ten (10) days after imposition of the fine.
6. If the fine is not paid within the time period set by the Board, the fine shall be an assessment and a lien against the Lot until paid in accordance with the Governing Documents.
7. All fines may accrue interest at the rate of 18% year (Covenants 4.3, Late Charges, or maximum rate permitted by law), if not paid within thirty (30) days, or the time frame specified of the date of the previous violation.
8. Failure to pay fines may result in late charges being assessed against the account until the fines are paid.
9. Payments from the Lot Owner will be applied in the following order, regardless of any dispute or notation or instructions placed on payment: late fees, interest, costs of collection including attorney's fees, court costs, and then the fine.
10. The Board reserves the right to change the amount of the fines from time to time to provide reasonable amounts for the enforcement of the Governing Documents (Covenants, Bylaws, Rules and Regulations, and Restrictions).

Violations will be handled in the following manner:

#### Annual Dues Payment Process

For failure to make payment of annual dues by January 15<sup>th</sup> of the New Year:

1. Homeowners are expected to make payment to the property manager for the New Year by January 15<sup>th</sup> of the New Year.
2. Payments not received by the January 15<sup>th</sup> will accrue late charge (Covenants, Late Charges 4.3), 18 percent interest, and costs, including, without litigation, reasonable attorney's fees actually incurred each month payment is delinquent. Monthly statement will be mailed to the homeowner defining the outstanding balance due with applicable late charges and interest. The assessments and charges shall be a continuing lien upon the Lot against which, each assessment is made, and shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment fell due and upon such Owner's successor in title if unpaid on the date of the conveyance of such Lot.
3. Payment balance outstanding 90 days will result in the commencement of enforcement action immediately with a lien on the property and further legal remedy.
4. Homeowners may set up a payment schedule with the property manager to minimize late charges and interest assessments.

#### Modification Compliance Process

For failure to submit an Architectural Request Form for review and approval by the Architectural Review Committee (ARC) prior to initiating any exterior change (e.g. shed, fence, building, etc.) or modification to the property:

1. **First Violation Notice (mail and or email):**

Owner is directed to stop all unauthorized activity immediately

- An initial fine of \$100 has been applied to homeowner's account.
- Homeowner's account will be charged with the cost of stationary, envelope and mailing.

Corrective Action (within 15 days from mailing and/or email):

- Submit a photo or other form of verification of compliance to the Property Manager, and
- Submit a completed Architectural Request Form to the Property Manager and wait for the Architectural Review Committee and Board's decision

Upon Resolution at Stage 1:

- Upon approval by the ARC or Board, \$100 initial fine shall be removed from homeowner's account.

2. **Second Violation Notice (email and or mail):**

If the violation has not been corrected or the Architectural Request Form has been denied, or an Architectural Request Form has not been submitted within 15 days after the First Violation Notice mailing, the Owner will receive a Second Violation Notice indicating the following:

- An additional fine of \$100 has been applied. (\$200 total)
- Homeowner's account will be charged with the cost of stationary, envelope and mailing.

3. If the violation has not been corrected or the Architectural Request Form has been denied, or an Architectural Request Form has not been submitted within 15 days after the Second Violation Notice mailing (30 days total), a third \$100 fine is immediately applied (\$300) and a lien notice of violation of the declaration, bylaws, rules and regulations, use restrictions, or design guidelines shall be filed with the County Register of Deeds.

4. Additional fines of \$100 per 15 days (\$100 per month) will continue to be applied to the account without further notification while the violation exists. Fines for modification compliance shall be capped at \$1,000.

5. Once homeowner's balance reaches \$1,000 in outstanding fines a summary judgment shall be applied for through Magistrate's Court. Cost of \$180 (as appropriate from Court costs) shall be added to homeowner's account at this time.

The association reserves the right at any time to self-help (all costs shall be applied to the homeowner's account) and/or the account may be forwarded to the attorney to file a lis-pendens action and/or foreclosure action. All legal fees shall be applied to the homeowner's account.

Maintenance Compliance Process

If there is a violation regarding exterior and/or landscape maintenance on a property, failure to obtain written HOA approval for any type of addition change to exterior lawn and/or bed areas, wall, window/door repairs, failure to replace shrubs/owner-planted trees, etc., the following enforcement process is in place:

1. **Compliance Request:**

A "friendly" warning letter shall be sent by mail and/or email, describing the violation and requesting compliance within 15 days.

Corrective Action (within 15 days from date of mailing and or email):

- Submit a photo or other verification that correction has been made (in the case of weeds a copy of contractor's invoice or receipt for purchase of weed killer will suffice).

Upon Resolution at Stage 1:

- Upon receipt of correction verification, compliance enforcement is suspended for 90 days. Any violation of the same nature during 90 days from date of correction verification will result in commencement of enforcement action immediately at stage 2.

2. **First Violation Notice (mail and or email):**

- An initial fine of \$100 has been applied to homeowner's account.
- Homeowner's account will be charged with the cost of stationary, envelope and mailing.

Corrective Action (within 15 days from mailing and or email date):

- Submit a photo or other form of verification of compliance to the Property Manager

**Upon Resolution at Stage 2:**

- Upon approval by the Board, \$100 initial fine shall be removed from homeowner's account. Any violation of the same nature during 90 days from date of correction verification will result in commencement of enforcement action immediately at stage 3.
3. **Second Violation Notice (mail and or email):**  
If the violation has not been corrected within 15 days after the First Violation Notice mailing (30 days total), a second \$10 fine is immediately applied (\$200 total) and a lien notice of violation of the declaration, bylaws, rules and regulations, use restrictions, or design guidelines shall be filed with the County Register of Deeds.
  4. **Additional fines of \$100 per 15 days (\$100 per month) will continue to be applied to the account without further notification while the violation exists. Fines for maintenance compliance shall be capped at \$1,500.**
  5. **Once homeowner's balance reaches \$1,000 in outstanding fines a summary judgment shall be applied for through Magistrate's Court. Cost of \$180 shall be added to homeowner's account at this time.**

The association reserves the right at any time to self-help (all costs shall be applied to the homeowner's account) and/or the account may be forwarded to the attorney to file a lis-pendens action and/or foreclosure action. All legal fees shall be applied to the homeowner's account.

NOTE: If a violation is "corrected" and remains "corrected" for 90 days, the process will begin again with a Compliance Request in the event of another violation. A violation that recurs within 90 days will commence at the stage following the stage which prompted initial compliance.

**Rules and Regulation Compliance Process**

If the Owners/Tenants of a property or their guests are found to be in violation of a Rule or Regulation, the following enforcement process is in place:

**A. First Warning violation notification (mail and or email):**

Warning letter notice mailed and or emailed to resident to cease within ten (10) days from the date of the letter for the violation providing details of violation and to comply and advise the Property Manager of compliance.

Corrective Action (within 15 days from mailing and or email date):

- Submit a photo or other form of verification of compliance to the Property Manager

**Upon Resolution at Stage 1:**

- Upon approval by the Board, \$25 initial unintentional fine or \$250 initial intentional fine shall be removed from homeowner's account.
- B. **Second violation notification - FINE Charged (mail and or email):**  
If the violation has not been corrected within 15 days after the First Violation Notice mailing and or email, the Owner will be sent a Second Violation Notice indication the following:
    - The fine is \$25 for an unintentional violation such as grass height, trash return, basketball goal on HOA street, Pets running loose, failure curb pet & cleanup, unacceptable noise/loud music/loud vehicles/equipment/children, children on private property without permission, trash bins not collected, trash around property not properly disposed, mailbox repair, etc.
    - The fine is \$250 for an intentional violation such as on-street parking (vehicle not permitted on HOA street), vehicles & heavy equipment parked on lot grass, trailers/boats/ RVs parked in driveways/ on Lot property and HOA streets, unregistered vehicles on road on Lot, and etc.
    - Homeowner's account will be charged with the cost of stationary, and mailing.
  - C. **The next fine notice – FINE Charged (mail and or email):**  
If the violation has not been corrected within 15 days after the Second Violation Notice mailing and or email, the Owner will be sent another Violation Notice indication the following:
    - An additional fine of \$50 (total of \$75) for an unintentional violation and after that the fine increases to an immediate \$100 (total of \$175) per violation and shall continue fining \$100 every 10 days until the violation is resolved (up to maximum of \$1,000 per violation).

- An additional fine of \$250 (total of \$500) for an intentional violation and after that the fine is \$250 (total of \$750) and shall continue fining \$250 every 10 days until the violation is resolved (up to maximum of \$1,000 per violation).
  - Homeowner's account will be charged with the cost of stationary, and mailing.
- D. If an unintentional violation is closed but then reopened within 45 days of the date the original violation was closed, escalation of unintentional violation will resume as if never stopped. If an intentional violation is closed but then reopened within 45 days of the date the original violation was closed, the intentional violation will resume the fine of \$250 as if never stopped.
- E. Right to an appeal/hearing: Within ten (10) days of the date of the notice, a homeowner may request in writing (letter, email or fax) a written appeal (reconsider the violation notice) to dispute the violation to the Board or to reach an agreement for remedy of the violation. Such written notice should request that the Board reconsider the imposition of a fine and shall provide information supporting the reconsideration for the Board's review. Written appeal(s) is to be exercised initially. If a hearing is requested and deemed necessary to dispute the violation after written appeal(s), one will be scheduled within thirty (30) days after the request or within a reasonable period of time thereafter. If the owner does not attend the hearing the assessed fine will stand. The Board's decision after the presentation whether written and or verbal shall be final. If the homeowner fails to provide said written notice of violation or requesting an appeal (reconsideration) within ten (10) days of violation notice, then the imposition of any fines shall be final. All notices to the Board under this section shall be in writing, contain the name and address of the Owner, the street address of the residence Lot within the HOA, the name and phone number of any and all tenants, if any, and shall be addressed as follows:

Four Seasons Farm HOA  
c/o Community Management Partners LLC  
213 E. Butler Rd, Ste E2  
Mauldin, SC 29662

All notices to an Owner shall be sent by regular mail, postage prepaid, to the address of the Lot within the HOA owners by the Owner unless an Owner has provided the HOA with a written request to use an alternate mailing address. An Owner request for the use of an alternate mailing address must be mailed to the HOA at the above address.

- F. Compliance: When the violation has been corrected, the homeowner may petition the Board for removal of the fine with a commitment of continued compliance. The Board has the authority to suspend all or a portion of a fine once the violation has been corrected. Any waiver in one circumstance does not preclude the Board from enforcing the Governing Documents or imposing a fine in the future. Because the enforcement of the Governing Documents is the responsibility of the Board, and in the best interests of the HOA, a Board member will not have conflict of interest if they discovered the violation.
- G. Legal Action: If fines are not paid within 90 days after the date of notice, the fine may become a charge that could be attached to the homeowner's residence by way of lien, a summary judgment and additional legal action may be taken. Court cost and attorney and attorney fees may be applied.
- H. Other action: In addition to fines, the Board also has the authority to suspend the homeowner's right to vote and/or for non-payment of annual assessments and violations. Suspension of voting rights may be enforced until such time that the non-payment of annual assessment and/or violation is remedied.
- I. Self-Help: The association reserves the right at any time to self-help (all costs shall be applied to the homeowner's account) and/or the account may be forwarded to the attorney to file a lis-pendens action and/or foreclosure action. All legal fees shall be applied to the homeowner's account.
- J. Amendment of fine structure: The Board shall set the initial and subsequent fine structure as necessary.

**K. Exception:**

- In the case of violations with damages, a Violation Notice will be sent including the cost for any damages, injunctive relief or both as well as additional possible fines. Examples include cost to remove trash or yard waste dumped in common area.
- For Rules and Regulations Compliance issues, the Board reserves the right to initiate action immediately (without 15-day notice) if the circumstances are deemed to present a health and/or safety issue to other residents or are the result of a deliberate act of vandalism, trespass, or willful neglect.

**To: Four Seasons Farm Homeowners**

**Re: This & That**

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### **Architectural Control**

No exterior improvements or changes will be made without the approval of the Architectural Control Committee (ACC). This includes, but is not limited to, buildings, additions, fences, walls, other structures, landscaping projects, paint color, etc. Effort is being made to establish architectural standards for the community. Making sure that all changes to the outside of your home have approval of the Architectural Review Committee will establish some consistency throughout the neighborhood. This in turn helps keep property values at optimum. All requests must be submitted on the attached form and sent to this office. We will forward them to the Architectural Review Committee.

### **Enforcement**

Failure to comply with ACC rules can result in the Association requiring corrective action at the homeowner's expense. Failure to comply can also result in suspension of voting rights, and a monetary fine. There is no time limit on the Association as to initiating an enforcement action. Therefore, please contact the ACC if there is any doubt as to the need to obtain approval for any exterior improvement or alteration.

### **Fences**

There have been two fence styles chosen for the community. All fences must be constructed of pressure treated wood and be either 6 foot Straight Shadowbox or 6 foot Solid Dog Ear style. We have enclosed illustrations of both for your files. Although the ARC has chosen these styles, it does not negate the need for you to seek and wait for approval. However, it will save everyone time and effort knowing what kind of fences will be considered. Chain link fences are prohibited.

Fence structures are to be constructed as attached to the rear of the home and extending to the back yard. Fencing is not permitted on the sides and or the front of the home lot.

Any fences currently constructed, which have been previously approved, will be grandfathered. However, no new fences will be considered unless they are one of the two above styles.

In addition, should you choose to weather seal your fence, the only weather sealant permitted is: Olympic Maximum Waterproofing Sealant 3 year- Oil Base

Color - Clear

You can purchase this product at Home Depot or Lowes.

### **Mailbox Care**

During a recent visit to the community, it was noted that most mailbox posts are in need of a fresh coat of paint. Below is the formula for the paint which can be purchased at Sherwin Williams.

Super Paint/Latex/Satin/Standalone				
BAC Colorant	oz	32	64	128
B1-Black	2	7	-	
R2-Maroon	-	7	1	
Y3-Deep Gold	-	53	-	
W1-White	-	12		

Fall will be a great time to fix-up and paint these posts. We anticipate that everyone will have their post painted by October 3Qh.

### Straight Shadowbox Choice of Red Cedar or Treated Pine



