

FILED
GREENVILLE CO. S.C.
AUG 25 1 38 PM '95
DUNNIE S. TANKERSLEY
R.M.C.

STATE OF SOUTH CAROLINA)
)
)
)
COUNTY OF GREENVILLE)
)
)
)

**DECLARATION OF RESTRICTIVE
AND PROTECTIVE COVENANTS
AND EASEMENTS FOR PHASE I OF
THE KINGSBRIDGE SUBDIVISION.**

These Restrictive and Protective Covenants and Easements, made on the date hereinafter set forth, by BCM Associates II, LTD., a limited partnership, hereinafter referred to as the "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the owner of certain property, hereinafter referred to as the "Subdivision", in Greenville County, South Carolina, which is more particularly described in the FINAL PLAT of KINGSBRIDGE PHASE I (one) as recorded on August 15, 1995 in the Office of Register of Mesne Conveyance, Greenville County, South Carolina in Volume 30-R, Page 21, hereinafter referred to as the "Plat"; and,

WHEREAS, the Declarant intends to develop the described property, pursuant to this Declaration into a residential community to be known as "KingsBridge"; and,

WHEREAS, the Declarant intends to convey lot(s) (the "Lot(s)") in the Subdivision subject to a uniform system of restrictions, covenants, easements, and conditions as hereinafter set forth and referred to as the "Restrictions";

WHEREAS, Declarant intends to and reserves the right to add additional property the Subdivision; and

WHEREAS, Declarant intends to organize the KingsBridge Homeowners Association, Inc., hereinafter referred to as the "KHA", a not-for-profit corporation with the owners of Lots within the Subdivision being "Members" of the KHA ; and, with the each Member having a undivided ownership interest in the KHA. Said ownership interest shall be determined as specified herein; and

WHEREAS, Declarant intends to convey to the KHA certain properties as depicted on the Plat as "Common Areas" or "Private Roads" for the use and enjoyment of the Members, their guests and invitees; and

WHEREAS, the term "Declarant" shall also mean to include Boyett Capital Management, Inc. and the successors and assigns of BCM Associates II, LTD.;

NOW, THEREFORE, Declarant hereby declares that all the property in the Subdivision shall be held, sold and conveyed subject to the following Restrictions all of which are imposed for the purpose of enhancing, promoting and protecting the value, desirability and attractiveness of both the property shown on the Plat and that which may be added and annexed hereunder subsequent to the date hereof. These Restrictions shall run with the title to the property and shall be binding on all parties having or acquiring any right, title or interest in the property or any part thereof and shall inure to the benefit of each owner thereof, their respective heirs, successors and assigns, and which shall inure to the benefit of the KHA.

These Restrictions herein imposed shall be binding on all persons claiming under them until December 31, 2025, at which time said Restrictions shall be automatically extended for successive periods of ten (10) years each, unless by vote of the majority of the then-owners of the numbered Lots in KingsBridge, it is agreed to change the Restrictions in whole or in part.

The easements herein described shall remain in effect in perpetuity except when properly terminated as specified herein, by the KHA.

For the purposes of extending the privilege of use of the Common Areas and Private Roads, the term "Member" shall include the owner of a Lot, her or his or their immediate family members, their guests and their invitees.

I. USES PERMITTED AND PROHIBITED.

1. Each numbered Lot in the Subdivision shall be used solely for residential purposes. All houses constructed upon each numbered Lot shall be used exclusively for single family residential dwellings, hereinafter referred to as a "House". Provided, however, the Declarant reserves the right to use any Lot for a road for access to and from other property which it may add to the Subdivision.
2. No trailer, motor home, basement, tent, shed, shack, garage, barn, or other outbuildings placed upon any Lot shall at any time be used as a residence, either temporarily or permanently. No structure of a temporary nature shall be used as a residence. No outbuildings of any type, either temporary or permanent, shall be erected without previous approval of the Architectural Committee. No tree houses shall be erected on any Lot.
3. No house trailer shall be placed on any Lot either temporarily or permanently. Any motorhome, camper, camping trailer, boat, boat trailer, utility trailer and/or similar equipment must be stored in an enclosed garage and may not be used for any temporary or permanent residence. No commercial vehicles shall be parked or stored overnight in the Subdivision; except those commercial vehicles utilized in the development of the Subdivision.
4. No noxious or offensive activity shall be carried on anywhere on the property subject to these Restrictions, nor shall anything be done thereon which may be or become a nuisance or menace to the subdivision.
5. No part of any of the property shall be used for any business or commercial purpose; except that the Declarant may utilize the property to conduct the business of the development of the Subdivision.
6. No animals shall be kept, maintained or quartered on any Lots except that domesticated cats, dogs, and caged birds may be kept in reasonable numbers as pets for the pleasure of the occupants. All pets shall be kept under control of the Member and Members shall not allow any of their pets to disturb neighbors either by noise or physical presence. Each Member is responsible for property damage or personal injury caused by their pets.

7. Any and every container used to store garbage, refuse, trash, yard clippings, debris and recyclable materials, until collected by private or public waste disposal service(s), shall be stored on each Lot so that it shall be out of sight from all streets and neighbors. Such containers shall be kept clean and free from offensive odors. All collection of such garbage and trash shall be made from the side or back of each House. No garbage, refuse, trash, yard clippings, debris and recyclable materials shall be placed or stored along any street. No collections of such items may be made from curbside unless such practice is allowed by the Board of Directors.
8. All heating oil storage tanks shall be buried underground consistent with normal safety precautions. Any dumping, leakage or spillage will be the responsibility of the Member to clean up and to indemnify KHA, other members, other property owners and Declarant of all liability, expenses and/or causes of action resulting from such leakage or spillage. No propane gas, liquid petroleum gas or compressed natural gas tank larger than 10 gallons capacity shall be allowed in the subdivision.
9. Members are required to keep tall shrubbery or hedges trimmed to reasonable limits so that air circulation or views from surrounding property will not be adversely affected and traffic hazards will not be created. Further, all Members shall be required to maintain their Lots and any improvements thereon at all times in a neat, attractive and presentable manner so as not to detract from the overall appearance of the Subdivision or the surrounding property. Vegetable gardens, compost piles, clotheslines, sandboxes and children's play equipment shall be located only in the rear yard of any Lot. No clotheslines shall be allowed in view of any neighboring Lot or street.
10. No parking shall be allowed on the Private Roads in excess of six (6) hours and then only on a occasional basis, for the purpose of a special event.
11. No motorized recreational or sport vehicle such as motorcycles, motorbikes, minibikes, go-carts or other similar vehicles shall be operated on any Lot or Common Area or Private Road. However, this does not prevent the use of a properly licensed vehicle from using paved streets for normal transportation purposes. No motorized vehicle nor device of any kind shall be operated within the Subdivision which emits loud noises or noxious fumes. The repair or painting of vehicles, boats, airplanes or motors is not allowed in the Subdivision except within the closed garage of a House. The drainage of oils, antifreeze, paints, solvents or any other hazardous or contaminating material onto the land, streams or stormwater drains within the Subdivision is prohibited. Any dumping, leakage or spillage will be the responsibility of the Member to clean up and to indemnify KHA, other members, other property owners and Declarant of all liability, expenses and/or causes of action resulting from such leakage or spillage.
12. No fireworks of any kind shall be stored or used in the Subdivision.
13. No alteration of the Subdivisions designed and natural flow of rain water shall be allowed to adversely affect adjacent property, streams, ponds, Common Areas or Private Roads.

KINGSBRIDGE SUBDIVISION

14. No construction debris shall be left on site during construction or allowed into streets or neighboring property. No burial of construction debris and refuse shall be allowed on site or on the neighboring property. No rocks or sand or silt or mud shall be allowed to form or flow upon the Common Areas, Private Roads or neighboring property. Any damage(s) to any street, curb or gutter which occurs as a result of construction or maintenance activity relating to any Lot shall be promptly repaired by the owner of such Lot. If such Owner fails or refuses to remove such debris and refuses to complete such repairs, then KHA shall have the right to delegate and/or complete such repairs. All costs and expenses incurred in completing such work shall be reimbursed by the Owner to KHA. In the event such reimbursement does not occur within thirty (30) days following demand from KHA the outstanding sum shall be deemed to be an assessment and processed pursuant to the provisions set forth in Section V herein.
15. The burning of any debris either during or after construction of a home shall require the prior written approval of the Architectural Committee on a case by case basis; furthermore, all government regulations shall be complied with. Once construction has commenced, each Member shall cause and be responsible for having such construction work proceed in an orderly manner and at a timely pace, with no stoppage of work for more than 14 consecutive days to be condoned, acts of God excepted, and be completed, including landscaping, and ready for occupancy with one (1) year from the commencement date. If the construction does not proceed as provided above or if the construction is not completed within one (1) year from the date it commenced, KHA in its sole discretion, may complete, demolish or remove such improvements or take whatever other actions it deems appropriate. All costs and expenses incurred relating to or arising out of completion, demolition, removal or other actions of the KHA shall be immediately reimbursed by the Member to KHA. In the event such reimbursement does not occur within thirty (30) days following demand from KHA the outstanding sum shall be deemed to be an assessment and processed pursuant to the provisions set forth in Section V herein.
16. Nothing herein contained shall be construed to prevent the Declarant and others approved by Declarant from maintaining temporary sales offices and storage on any Lot or in any building while the subdivision is in the process of being developed and while houses are under construction within the development.
17. No yard sales or garage sales shall be allowed to occur within the subdivision. No vehicle or other personal property shall be displayed with signage for sale within the Subdivision.
18. The property within the Subdivision is hereby declared to be a wildlife sanctuary and hunting of any animal or bird is hereby prohibited and discharge of firearms is prohibited in Subdivision.
19. In the event any Member shall fail to maintain her or his or their Lot to the standards set forth herein, then KHA shall have the right to enter upon such Lot and perform, or cause to be performed, any work required to remedy the situation. All costs so incurred shall be immediately reimbursed by the Member to KHA. In the event such reimbursement does not occur within thirty (30) days following demand from KHA the outstanding sum shall be deemed to be an assessment and processed pursuant to the provisions set forth in Section V herein.

II. ARCHITECTURAL REQUIREMENTS AND RESTRICTIONS.

20. No building shall be erected on any Lot nearer to the front Lot line than the building setback line as shown on the recorded plat for the Subdivision or any phase of the Subdivision or as specified by the Architectural Committee nor without the prior written approval from the Architectural Committee. No House shall be nearer to any side Lot line than a distance equal to 10% of the width of the Lot measured at the front wall of the structure without the prior written approval from the Architectural Committee. No House shall be nearer to the rear Lot line than a distance of 25 feet without the prior written approval from the Architectural Committee.
21. No Lot shall be re-cut without first obtaining the written approval of the Architectural Committee.
22. Nothing herein contained shall be construed to prohibit the use of more than one Lot or of portions of one or more Lots as a single residential unit, provided, written approval thereof shall first be obtained from the Architectural Committee.
23. Each House shall contain the minimum floor space as follows:
 - a. For a One (1) story house - 2,800 square feet;
 - b. For a One and one-half (1 1/2) or a Two (2) story house - 3,200 square feet; with minimum foot print of 1,600 square feet;
 - c. For a Three (3) story house - 3,200 square feet with a minimum foot print of 1,600 square feet.
24. In calculating the minimum floor space and/or foot print, only the heated area of the House shall be included. Any area comprising porches, garages, breezeways, attics and basements shall be excluded. The Architectural Committee may, within its sole discretion, give credit for up to one-half (1/2) of the total footage in those excluded areas set out above.
25. No garage or other outbuilding more than two stories in height shall be erected upon any numbered Lot.
26. Each House shall have an enclosed garage suitable to accommodate at least two full size automobiles. Detached garages are allowed. The garage doors of attached garages shall not open towards the front of the Lot. As to detached garages and corner lots, the placement of garage doors shall require specific approval of the Architectural Committee. Furthermore, the placement of any garage door shall be done so as to not detract from the overall streetscape and curb appeal of the Subdivision, as determined by the Architectural Committee.
27. No above ground swimming pools may be constructed on any numbered Lot. No in-ground swimming pools may be constructed closer than 15 feet from any property line without prior written approval from the Architectural Committee and any in-ground swimming pools must be behind the residence.
28. All improvements on any Lot must be properly permitted and inspected by all applicable public and governmental agencies.

KINGSBRIDGE SUBDIVISION

29. All exterior components of heating and air conditioning systems shall be visually screened by masonry or wooden walls or fences or shrubs. Such systems shall not emit any loud or annoying sounds.
30. All mailboxes shall be of a type and size specified by Declarant or the Architectural Committee. Such mailbox shall be properly maintained at all times by the owner and shall not be altered or replaced except by a new mailbox identical to the one originally installed. No newspaper boxes or receptacles shall be allowed unless provided for in the mailbox assembly as specified by the Declarant or Architectural Committee.
31. No exterior antennas, solar panels and satellite dish antennas will be allowed unless approved by the Architectural Committee and shall not be visible from any neighboring property or street. No basketball goals shall be installed as to face or back to any street and shall be behind the front wall of any House.
32. All surface areas of driveways and walkways shall be finished in concrete, brick, stone set in mortar or such other materials as may be approved in writing by the Architectural Committee. No paving shall be permitted within five (5) feet of any side property line without the prior written approval of the Architectural Committee. The use of bituminous asphalt for driveways and walkways is not allowed.
33. No window air conditioning units shall be installed in any building except temporary or other structures utilized by the Declarant for the development of the Subdivision.
34. The construction, style, materials and layout of all site walls and fences must be approved in writing by Architectural Committee.
35. No vinyl siding, metal siding, sheet wood siding, shingle siding, rough sawed wood siding, aluminum or vinyl framed windows shall be allowed in the Subdivision. Aluminum clad wood windows or vinyl clad over wood windows are allowed.
36. Roof areas shall be finished in the highest architectural grade slate, asphalt or fiberglass shingles; furthermore, copper sheet roofing and flashing may be used. The pitch for the primary roof areas shall be at least 8/12. The style, placement and materials of roof gutters and downspouts shall be subject to approval by the Architectural Committee. Flat roof areas are discouraged and must not be visible from the Common Areas or Private Roads or neighboring property.
37. The front yard grass lawn of each House shall be planted with sod, as opposed to seeded, with grass. Where practical, the grass shall cover at least fifty (50%) percent of the front yard area. The front yard shall be irrigated with an automatic sprinkler system. The front yard shall mean the area from the front wall of the House at the point closest to each side Lot line to the street which the House faces. The landscaping installed on each Lot shall be of a value of at least two (2%) percent of the total Lot and House value. Existing trees and vegetation shall not be part of calculation to determine value of installed landscape.
38. Allowed exterior wall finishes are brick, stone, stucco and lapped wood siding. The stone, stucco and wood finishes may not be allowed in certain locations of the Subdivision or on certain locations of a structure where such use, in the sole discretion of the Architectural Committee, not serve to enhance and protect the value, desirability and attractiveness of the Subdivision and its Lots and houses.
39. All materials used in construction on any Lot must be first quality and all construction must be completed in a good workmanlike manner.

40. Each House and structure shall be of traditional architectural style with following influences allowed: Williamsburg, Traditional, Colonial, Georgian, English, Tudor, Charleston, Federal and other similar styles. The following styles and influences are not allowed: Modern, Southwestern, California, Bermuda, Adobe, Contemporary, Spanish, Art-Deco, Oriental or Log Cabin. Other acceptable or not acceptable styles may be specified by the Architectural Committee as long as they are not in conflict with the intent of the styles specified herein.
41. The Subdivision is hereby designated as a tree sanctuary and preserve. The removal of trees is discouraged. All pruning or trimming of trees shall be performed in a manner consistent with recognized horticultural practices that would promote the healthy growth and maintenance of the trees and their canopies. All construction and sitework shall be performed in a manner to protect trees, including their root systems, from being damaged or destroyed. The planting of hardwood trees and fruit trees is encouraged. The removal of any tree, with a diameter of at least six (6) inches measured at a point four feet above the ground, shall not be allowed without the prior consent of the Architectural Committee.
42. Where these Restrictions differ from County zoning or other governmental agency requirements, the more restrictive restrictions or requirements shall apply and any question as to which is more restrictive will be determined by Architectural Committee, in its sole discretion.

III. ARCHITECTURAL CONTROL.

43. An Architectural Committee ("Committee") is hereby created which shall be initially composed of James L. Boyett, Guy M. Kathe, and one additional individual jointly selected at the discretion of James L. Boyett and Guy M. Kathe. In the event of the failure or inability, for any reason, of a member to act, the vacancy created shall be filled temporarily or permanently, as necessary, by the Declarant until such time the Declarant turns over control of the KHA to the Members.
44. At such time the Declarant turns over control of the KHA to the Members, the Architectural Committee positions shall be filled as follows:
- a. Two positions shall be held by Members who have been elected by voting Members. The two candidates that receive the highest number of votes at an annual election shall be elected. The term of these positions shall be one year each.
 - b. One position shall be held by a South Carolina licensed practicing Architect, with at least 10 years of design experience in single family residences. Such architect shall be selected by a majority of the Board of Directors of the KHA. The term of this position shall be two years. This position may be held by a non-Member. The Board of Directors may authorize payment to the architect for reviewing submitted plans. Such payment would be made from the fees paid with the submission of plans.

45. The Architectural Committee is hereby empowered to review and approve or disapprove all proposed construction or renovation within the Subdivision. The Architectural Committee shall perform its duties in consideration of the goal to enhance, promote and protect the value, desirability and attractiveness of the subdivision and the Houses and other improvements within the subdivision. Further consideration shall be given in the review to achieving the following goals:
- a. harmony of design consistent with existing and proposed improvements and Houses;
 - b. use of a high level of design quality, properly proportioned and detailed;
 - c. avoidance of creating Houses appearing to be duplicates;
 - d. placement of improvements on the site to enhance curb appeal and the streetscape of the Subdivision;
 - e. use of a high level of quality of construction materials, finishes and methods;
 - f. and any other item(s) that the Architectural Committee deems should be considered that would serve to enhance, promote and protect the value, desirability and attractiveness of the Subdivision.
46. No improvements, buildings, fences, walls, structures whether permanent or temporary, clearing, grubbing, grading, earth work, excavation, drainage structures, driveways, walkways, exterior finishes or colors, exterior features or details shall be erected, placed, constructed renovated, altered, performed or demolished on any property or Lot within the Subdivision unless and until the plans of such work have been reviewed and approved by the Architectural Committee.
47. The plans for any work identified herein shall be submitted to the Architectural Committee, in duplicate, prepared in a 1/8th scale or larger, along with a fee payable to the KingsBridge Homeowner's Association, Inc. for the review of the plans in an amount specified by the Architectural Committee. Such plans shall contain sufficient information on the following items for the Architectural Committee to render approval or disapproval of the work contemplated:
- a. Site plan showing the foundation of all structures, walks, driveways, swimming pools, heating and cooling equipment location, site furnishings and fixtures, fences, drainage structures, utility connection locations and, platted and proposed building set back lines (this site plan may be in a scale of at least one inch equals ten feet);
 - b. Front, rear and side elevation plans;
 - c. Floor plans;
 - d. A schedule of areas including: 1. floor areas, heated and unheated; 2. footprint, heated and unheated; 3. area of Lot covered by impermeable surfaces; 4. area of Lot remaining open or landscaped;
 - e. A schedule of all exterior building materials, including the manufacturer, color and texture of said materials. Samples may be required of materials and/or colors proposed;
 - f. Landscaping and irrigation plan of front yard, side yards and rear yard; including a plan of all areas to be cleared or thinned of trees to accommodate construction of house;

- g. Estimated completion dates of all construction and improvements;
 - h. Plan for treatment required to adequately handle surface water run-off due to changes in topography and clearing of property as required by the appropriate governmental authority and/or the Declarant, it being the responsibility of each Member and all persons or entities employed by such persons to assist in the construction of any building or improvement on such Lot to control the discharge of surface water, sediment and the like from such Lot onto or upon any other part of the Subdivision while under construction. There shall be silt and erosion control devices installed as required by the appropriate governmental authority and/or the Declarant.
48. The documents and other information required to be submitted shall be delivered to the Architectural Committee, in care of the KHA offices located in the Subdivision. One complete set shall be retained by the Architectural Committee and the second complete set shall be returned to the applicant, with the Architectural Committee's approval or disapproval clearly noted thereon.
49. In the event said Architectural Committee fails to approve or disapprove such designs and plans within forty-five (45) days after acknowledgment and receipt, in writing, by the Architectural Committee and if no suit to enjoin the erection or alteration of such building or improvement, to include, but not be limited to any outbuilding, wall, driveway or fence, has been commenced before such erection or alteration is substantially completed, this requirement shall be deemed to have been fully complied with and no suit or claim will be available to said Architectural Committee, nor to any Member or other person.
50. No member of the Architectural Committee shall be liable for any act or omission while performing her or his duties on the Architectural Committee. No Architectural Committee member shall be liable for any claims made because of approval or disapproval of any plans. The Architectural Committee is a review and not an architect or inspector and is not responsible for whether the plans or specifications meet or satisfy the requirements of County or State ordinances building codes or accepted building standards. The Architectural Committee shall compare the completed work to the approved plans and shall make recommendations to the Board of Directors for actions to be taken in the event of non-compliance. The Board of Directors shall refer to the Architectural Committee for recommendations on any design or construction related issues concerning the use and maintenance of all property within the Subdivision.
51. All construction on any property in the Subdivision shall be performed by a licensed contractor or builder (hereinafter "Builder") approved by the Architectural Committee. Such approval may be withheld by the Architectural Committee in its sole discretion. As to new construction or major renovation of a House, the Builder whose approval is sought shall have completed at least ten (10) similar size and quality homes within the previous five (5) years. All Builders will provide three (3) written favorable references from owners of homes previously built by such Builder requesting approval.
52. Each Builder is responsible for any damage or injury caused by them or their agents, subcontractors, employees, visitors or customers related to the Builder's construction activities.
53. All Builders shall carry at least the minimum statutory level of insurance and, in no case, less than general liability; and property damage amounts as specified by the KHA. It shall be the obligation of the Member to verify the above insurance requirements and submit proof of the same to the KHA, if requested.

54. All Builders must post a bond as determined by Architectural Committee to insure compliance with the Subdivision plans and these Restrictions. The Architectural Committee, in its sole discretion, may also place further restrictions on a Builder. Neither the Architectural Committee nor KHA makes no representation or warranty as to any builder approval to build in the Subdivision.
55. All signs placed on a Lot shall be approved by the Architectural Committee. The size, design and quality of all signs, including real estate sale and rent signs, shall be restricted so as to not detract from the curb appeal and streetscape of the Subdivision. The KHA shall have the right to cause the removal of any sign not in compliance with this paragraph.

IV. COMMON AREAS, PRIVATE ROADS, EASEMENTS.

56. At such time as it shall be deemed appropriate by Declarant, the Common Areas and Private Roads shall be deeded, in whole or part, to the KHA for the use and enjoyment of the Members.
57. The use of the Common Areas shall be subject to any rules and regulations approved by the Board of Directors.
58. An easement is reserved over all Private Roads described in the Plat for access to, and throughout the Subdivision for the use and enjoyment of KHA and its Members, their guests and invitees, subject to any rules and regulations approved by the Board of Directors. Such roads shall remain private and the ownership and maintenance of said roads shall lie with KHA.
59. An easement is reserved within the Private Roads and along the front, side and rear lines of the Lots and Common Areas, ten feet in width, for drainage systems installation, maintenance and operation; and, for the publicly authorized utilities having this Subdivision in their respective service territories for the purposes of installing, operating and maintaining water, sewer, electric, gas, telephone and cable television services to the Lots of the Subdivision. Specifically excluded from the use of this easement is the use for any aerial electrical, aerial telephone, aerial cable television, aerial communications service and other aerial or above ground utility transmission equipment except when temporarily serving the construction of improvements on a Lot or the Common Areas or Private Roads in the Subdivision. In the event cable television, security system or other communications services may be acquired for Members by the KHA; the Declarant and KHA may utilize the these same easements for providing such services. Said easement shall be fifteen feet in width where a Lot or Common area abuts property not within the Subdivision or along a creek or stream. Said easements shall not be used to service property outside the Subdivision unless such use is approved by the Declarant or by a two-thirds (2/3) majority of the Board of Directors of the KHA.
60. An easement of ten feet in width is reserved for sidewalks, landscaping and irrigation over the Lots along the Private Roads and Common Areas.
61. Upon authorization of the Declarant or by approval of a majority of the Members, the KHA may employ a security guard(s) or a security guard service engaged for the purposes of controlling access to the Subdivision, patrolling of the roads within the Subdivision and any other purpose the Declarant or the majority of the Members authorize, the cost of which shall be borne by the KHA.

62. Any additional easements across individual Lots, Common Areas and Private Roads, as are shown on the recorded Plat, are also reserved. Where conflicting easement dimensions occur between the Declaration and the recorded Plat, the larger or wider easement described shall be the easement recognized as valid.
63. Declarant specifically reserves the right to grant specific easements for local service over any Lot for the installation and maintenance of utilities required to develop the Subdivision.
64. At such time after the Declarant has turned over control of KHA to the Members, a two-thirds (2/3) majority vote of the Board of Directors shall be required for KHA to grant additional easements or terminate existing easements.

V. FORMATION OF KHA, ASSESSMENTS, VOTING RIGHTS.

65. At such time as it shall be deemed appropriate by Declarant, a not-for-profit corporation shall be formed, by Declarant, pursuant to the laws of the State of South Carolina, to be named "KingsBridge Homeowners Association, Inc." (the "KHA"). The KHA shall be the vehicle through which all appropriate matters referred to in these Restrictions shall be transacted. The KHA shall adopt provisions relating to the manner in which business shall be transacted in the form of by-laws (the "By Laws"). The KHA shall have a board of directors (the "Board of Directors") and corporate officers (the "Officers") selected and empowered as specified in the By-Laws and this Declaration.
66. The Declarant will operate, with expenses being paid through the Assessments, any Common Areas and Private Roads for the benefit of the Members until such time as Declarant deems appropriate to deed the same to KHA.
67. As long as the Declarant owns any property within or adjacent to the Subdivision the Declarant retains the right to modify or amend this Declaration.
68. At a time of the Declarant's choice and at its sole discretion, the Declarant shall turn over control of the KHA to the Members by mailing the Members written notice and placing said notice in the minutes of the corporate records of the KHA.
69. Upon the Declarant relinquishing control of the KHA to the Members, each Member shall be entitled to one vote per Lot owned. The Declarant shall be entitled to three (3) votes for each Lot it owns. When title to a Lot is vested in two or more persons jointly, the vote shall be exercised as they among themselves determine but in such case no more than one (1) vote shall be cast per Lot not owned by Declarant. Membership shall be appurtenant to and may not be separated from ownership of the property which is subject to assessment. Said votes shall be used to determine the election of Officers, a Board of Directors and Architectural Committee positions of the KHA, pursuant to the By-Laws of KHA. Said votes shall also be used to decide on matters brought before the KHA pursuant to the By-Laws of KHA and this Declaration.

70. An assessment (the "Assessment") consistent with the By-Laws of KHA shall be levied by KHA against each Lot in the subdivision to pay for the maintenance, improvement and operation of any amenities, Common Areas and Private Roads including maintaining repair and capital replacement of such, taxes, insurance (both property and liability), utilities, landscape maintenance, street light expense and various miscellaneous expenses. Said assessment shall be \$350.00 per Lot, per year, beginning on October 1, 1995, which amount is subject to change pursuant to the provisions of this Declaration and the By-Laws of KHA, and said assessment shall be due and payable to KHA on the 1st of September of each year to cover the fiscal year beginning on October 1 and ending September 30 of each year. Any assessment not paid within thirty (30) days after the due date thereof shall be processed pursuant to the provisions set forth in Section V herein.
71. An operating budget (the "Budget") shall be prepared by the Officers in advance of each year's Assessment. The Board of Directors shall review the proposed Budget, and upon the Board of Directors' majority approval the Budget shall be used as a basis for determining the year's Assessment. If no Budget is prepared or approved, then the previous year's Budget shall be used as a basis for determining the Assessment.
72. The Declarant or KHA shall have the right limit the number of providers of garbage collection and recycling services in the Subdivision. The Declarant or KHA shall have the right to contract, on behalf of the Members, for individual Lot and House garbage collection and recycling services. Payment for such services shall be made on a periodic basis in addition to the Assessment.
73. The acceptance of a deed by Grantee shall be construed to be a covenant by the Grantee(s) to pay said Assessment, which shall run with the land and be binding upon said Grantee, his successors, heirs and assigns. No person may waive or otherwise escape liability hereunder by the non-use of the facilities of KHA or abandonment of the property. A charge, in an amount determined by the Board of Directors, may be due for a verification of status of homeowners association dues. The By-Laws may provide for special assessments as determined to be needed by the Board of KHA.
74. Prior to entering into contract to sell a Lot or house, the owner must supply the prospective purchaser with a copy of the Restrictions and a copy of the By-Laws of KHA.
75. Each Member shall be liable for assessments or fees levied on his or her Lot. Any assessment or fee unpaid 30 days after due shall be charged a late fee equal to one and one half percent (1.5%) per month. All voting rights and rights to use the Common Areas and Private Roads of a Member, and his guests, invitees and tenants, are suspended during any time assessments or fees are not paid. In the event of non-payment of any assessment or fee as set forth herein, KHA may bring an action at law against the Member(s) personally obligated to pay same or foreclose a lien against property in the same manner that a real estate mortgage is foreclosed and interests, costs, and attorneys' fees shall be added to the amount of such assessment. The lien of KHA against the property must be established by, and shall be effective from the time of filing of a Notice of Lis Pendens in the Office of the Clerk of Court of Greenville County. The lien for non-payment of the assessments provided for herein shall become a lien on the property and shall be prior to the lien of any mortgage or any lien of laborers, contractors, or material men furnishing labor and materials in connection with the construction of improvements located on said property. Sale or transfer of any residence shall not affect any duly perfected lien; however, the sale or transfer of any Lot pursuant to foreclosure of a mortgage or materialmen's or mechanic's lien or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer unless prior to commencement of said action a Notice of Lis Pendens has been filed by KHA to enforce the collection of any charges that shall become payable after the acquisition of title by a subsequent bona fide purchaser for value.

76. The Assessment levied by KHA shall not apply to any Lot or House so long as either is wholly or partially owned by any entity in which Declarant has at least a twenty-five (25%) percent interest. When a Lot is acquired from the Declarant, the new owner shall pay a pro-rated share of the Assessment in effect for that year, such pro-rated Assessment shall be due and payable at the time of the title transfer.
77. A Member may be assessed a financial penalty (the "Penalty") for violations of these Restrictions occurring on or about a Member's Lot or House (the "Violation"). Such Penalty may be assessed for a Violation after a two-thirds (2/3) majority approval of the Board of Directors and a written notice has been mailed to the Member, giving the Member reasonable time, as determined by the Board of Directors, to correct or alleviate the Violation. The amount of the Penalty shall be up to \$50.00 per day per violation. Such Penalty shall be paid to KHA within 30 days following written demand by KHA. In the event such payment does not occur, the outstanding sum shall be deemed to be an assessment and processed pursuant to the provisions set forth in Section V herein.

VI. MISCELLANEOUS.

78. In the event an improvement, dwelling or structure is damaged or destroyed, including accidental damage or destruction; and, the Member owning the same does not begin repair or reconstruction within thirty (30) days following the damage or destruction, the Member shall remove or cause to be removed, at its expense, any damaged improvement, dwelling, structure and all debris from the Lot, so that it shall be placed in a neat, clean and safe condition; and if the Member fails to do so within 30 days, the KHA may cause the debris to be removed. All costs and expenses of removal incurred relating to such by the KHA shall be immediately reimbursed by the Lot owner(s) to KHA. In the event such reimbursement does not occur within thirty (30) days following demand from KHA the outstanding sum shall be deemed to be an assessment and processed pursuant to the provisions set forth in Section V herein.
79. Any improvement, dwelling or structure which has been damaged or destroyed, in whole or in part, and is subsequently restored or reconstructed, shall be subject to the provisions of this Declaration and to the By-Laws of the Association.
80. Declarant reserves the right to annex other property in the same general area of the Subdivision into the Subdivision. Such annexation shall be accomplished by the recording of an appropriate document in the Office of Register of Mesne Conveyance, Greenville County, South Carolina, in which the additional property is adequately described. All such annexed property shall be deemed to be part of the Subdivision for all purposes herein set forth as though it had been described herein. The Declarant shall not be required to annex any additional property into Subdivision. The Declarant shall not be required to follow any predetermined order of development for the Subdivision. The Restrictions applicable to annexed properties or other portions of the Subdivision shall be compatible with, but need not be identical to, the Restrictions set forth in this Declaration.
81. Notwithstanding anything to the contrary, the Declarant and the KHA may formulate and impose rules and regulations governing the use of the Common Areas, Private Roads and other property in the Subdivision.

82. Notwithstanding anything herein to the contrary, Declarant may modify the Declaration, its Restrictions, its plans as to the Subdivision, and the subdivision plat(s) at any time without notice as long as it owns any Lot in the Subdivision.
83. If the undersigned, or their successors, heirs, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant to prevent her or him or them from so doing or to recover damages or other dues for such violation.
84. Failure by KHA, or any owner, to enforce any covenant or lien herein contained shall in no event be deemed a waiver of its right to do so.
85. Until such time as Declarant forms KHA, Declarant is empowered to perform the functions that will be performed by KHA and for this purpose may make such rules and regulations as it deems desirable to carry out said purposes. During the interim period, Declarant shall have the power to collect the Assessment imposed pursuant to Article V herein for the purposes therein provided.
86. All Members shall, prior to entering into a contract to sell a Lot or House, shall supply the potential purchaser with a copy of this Declaration for the purposes of making the potential purchaser knowledgeable of this Declaration and the Restrictions contained herein.
87. Each Member shall be responsible for the continuing conformance of her or his or their Lot, House and property with the Restrictions specified in this Declaration.
88. Invalidation of any one or more of these covenants by Judgment of Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.
89. The Declarant and the Board of KHA shall have the power to interpret the words, terms and intent of this Declaration and its Restriction, including but not limited to the meaning of words and terms whose applicability may have changed or become obsolete due to the passage of time.
90. Any successors or assigns (the "Successor Declarant") of the Declarant shall assume the rights and obligations of the Declarant only upon the recording of a written instrument executed by the Successor Declarant and the Declarant in the Office of Register Mesne Conveyance, Greenville County, South Carolina, stating that the Successor Declarant has assumed the rights and obligations of the Declarant; and the Declarant has relinquished said rights and obligations.
91. After turning over control of the KHA to the Members and after the Declarant no longer owns property within or adjacent to the Subdivision, this Declaration may be amended upon a two-thirds (2/3) approval of the then number Members. No amendment shall be allowed cause the Declarant's rights under this Declaration to be diminished.

92. Paragraph numbering herein listed shall be only for the convenience of reading this instrument; except where references are made to Assessments in Section V.

IN WITNESS WHEREOF, the said Declarant has hereunto set their hands and seals this 24 day of August, 1995.

DECLARANT:

BCM ASSOCIATES II, LTD.,
a Florida Limited Partnership;
By: Boyett Capital Management, Inc.
Its General Partner.

Guy M. Kathe
Guy M. Kathe, Vice President

Judith A. [Signature]
Witness

Stanley G. [Signature]
Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within-named BCM Associates II, LTD. by the duly authorized officer of its General Partner, Boyett Capital Management, Inc., sign, seal, and as its act and deed, deliver the within-written instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Judith A. [Signature]

SWORN to before me this
24 day of August, 1995.

Stanley G. [Signature]
Notary Public for South Carolina

My Commission Expires: 5/16/2005

FILED FOR RECORD IN GREENVILLE
COUNTY SC RMC OFFICE AT 01:38 PM
08/25/95 RECORDED IN DEED
BOOK 1621 PAGE 0338
DOC # 95049836

Donnie Taylor [Signature]

49836

Ry.

STATE OF SOUTH CAROLINA, SC)
COUNTY OF GREENVILLE)
2004 DEC 30 P 3: 07

AMENDMENT TO DECLARATION OF
RESTRICTIVE AND PROTECTIVE
COVENANTS AND EASEMENTS OF THE
KINGSBRIDGE SUBDIVISION

This Amendment to Restrictive and Protective Covenants and Easements, made on the date hereinafter set forth, by BCM Associates II, LTD., a limited partnership, hereinafter referred to as the "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the owner of certain lots, hereinafter referred to as the "Subdivision", in Greenville County, South Carolina, which are more particularly described in plats as recorded in the Office of the Register of Deeds for Greenville County, South Carolina hereinafter referred to as the "Plats" and known as Kingsbridge Subdivision;

WHEREAS, the Declarant filed Declaration of Restrictions and Protective Covenants and Easements for Phase I of the Kingsbridge Subdivision dated August 24, 1995, recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1621 at Page 338 on August 25, 1995 (the "Restrictions") and later added additional Phases to such Restrictions;

WHEREAS, Declarant reserved the right to amend the Declaration, Restrictions, its plans as to the Subdivision and the Subdivision Plats.

NOW, THEREFORE, Declarant hereby amends the Subdivision Plats and Easements as follows:

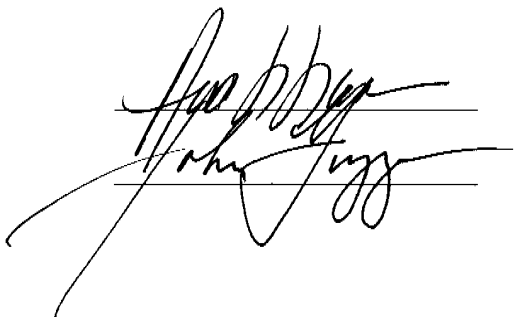
1. The 30' Ingress and Egress Easement running along the rear of lots 14-G, 15-G, 16-G, 17-G, 18-G, 19-G, 20G and across the adjacent common area as shown on the Plat of Phase VI of Kingsbridge as recorded in Plat Book 39-G at Page 68 of the Greenville County Register of Deeds is hereby terminated and cancelled.

2. A Drainage and Landscape Easement as shown on the revised plat for Phase VI of Kingsbridge which is recorded in Plat Book 49-D at Page 52 on November 22, 2004 ("Revised Plat") is hereby created, which shall cover the area as shown on the revised plat from five (5') feet to the north of the drainage pipe to the southern boundary of Lots 15-G, 16-G, 17-G, 18-G, 19-G, 20-G and the fifteen (15") feet across the adjacent common area as shown on the Revised Plat. Declarant and/or Kingsbridge Homeowners Association shall have the right, but not the obligation to maintain the present improvements in the easement area and no owner shall modify or change such improvements without the prior written approval of Declarant or Kingsbridge Homeowners Association. The owner of a lot shall maintain the easement area to the extent Declarant and/or Kingsbridge does not in the future.

118448

IN WITNESS WHEREOF, the said Declarant has hereunto set their hands and seals
this 21 day of December, 2004.

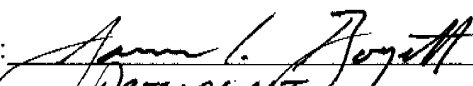
WITNESSES:



Two handwritten signatures are present, each on a horizontal line. The first signature is more legible and appears to be 'John Guzzo'. The second signature is more stylized and illegible.

DECLARANT:

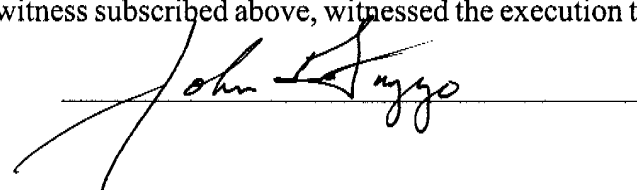
BCM ASSOCIATES II, LTD.
a Florida Limited Partnership;
By: Boyett Capital Management, Inc.
Its: General Partner

By: 
Its: PRESIDENT

STATE OF FLORIDA)
)
COUNTY OF MIAMI DADE)

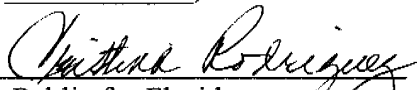
PROBATE

PERSONALLY appeared before me the undersigned witness who, on oath, states that (s)he saw the within-named BCM Associates II, LTD. by the duly authorized officer of its General Partner, Boyett Capital Management, Inc., sign, seal and as its act and deed deliver the within-written instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.



A handwritten signature, 'John Guzzo', written over a horizontal line.

SWORN TO before me this 21st
day of December, 2004.


Notary Public for Florida

My Commission Expires:



Cristina Rodriguez
My Commission DD202647
Expires June 13, 2007

CONSENT:

The undersigned owner, Kingsbridge Homeowners Association does hereby join in this Amendment To Declaration Of Restrictive and Protective Covenants and Easements of Kingsbridge Subdivision to amend the Declarations, Restrictions and Plans as to the subdivision and subdivision plats as set out in this Amendment.

WITNESSES:

KINGSBRIDGE HOMEOWNERS ASSOCIATION

BY: James L. Joynt
ITS: PRESIDENT

[Handwritten signatures]

STATE OF Florida)
COUNTY OF Miami-Dade)

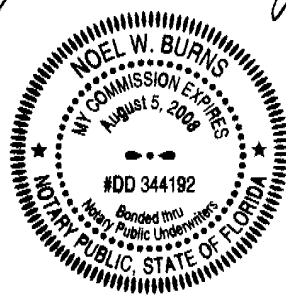
PROBATE

PERSONALLY appeared before me the undersigned witness who, on oath, states that (s)he saw the within-named KINGSBRIDGE HOMEOWNERS ASSOCIATION, by its duly authorized representative, sign, seal and as its act and deed deliver the within-written instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

John Surgo

SWORN TO before me this 22
day of Dec, 2004.

[Signature]
Notary Public for Florida
My Commission Expires: Aug 5, 2008



CONSENT:

The undersigned owner of Lot 14-G hereby consents to this Amendment this 7 day of December, 2004.

WITNESSES:

GALLOWAY CUSTOM HOMES, LLC

RL Galloway
Susan W Huffman

BY: Michael Galloway
ITS: Member

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned witness who, on oath, states that (s)he saw the within-named Galloway Custom Homes, LLC, by the duly authorized member, sign, seal and as its act and deed deliver the within-written instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

RL Galloway

SWORN TO before me this 7 day of December 2004.

Susan W Huffman
Notary Public for South Carolina
My Commission Expires: 8/6/2012



July 29, 2008 03:14:45 PM
Rec:\$10.00 Cnty Tax:\$0.00 State Tax:\$0.00

FILED IN GREENVILLE COUNTY, SC

**SUPPLEMENT TO THE DECLARATION OF RESTRICTIVE AND
PROTECTIVE COVENANTS AND EASEMENTS FOR
THE KINGSBRIDGE SUBDIVISION**

This **SUPPLEMENT TO THE DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS AND EASEMENTS FOR THE KINGSBRIDGE SUBDIVISION** is made as of this 15 day of July, 2008, by **KINGSBRIDGE HOMEOWNERS ASSOCIATION, INC.** (the "HOA").

BCM Associates II, Ltd. (the Declarant) placed certain restrictive and protective covenants of record in the Register of Deeds office for Greenville County, South Carolina, for the Kingsbridge Subdivision. The Declaration of Restrictive and Protective Covenants and Easement for Kingsbridge Subdivision and amendments thereto can be found in the following deed books and page numbers (collectively the "Declaration"):

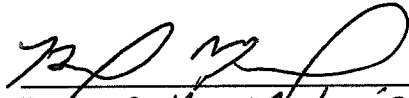
1. Deed Book 1621 at Page 338;
2. Deed Book 1621 at Page 353;
3. Deed Book 1669 at Page 172;
4. Deed Book 1699 at Page 434;
5. Deed Book 1720 at Page 7;
6. Deed Book 1740 at Page 926;
7. Deed Book 1836 at Page 88;
8. Deed Book 1861 at Page 643;
9. Deed Book 1861 at Page 646;
10. Deed Book 1861 at Page 648;
11. Deed Book 1861 at Page 650;
12. Deed Book 1898 at Page 703;
13. Deed Book 1898 at Page 707;
14. Deed Book 1904 at Page 553;
15. Deed Book 2123 at Page 1657;
16. Deed Book 2123 at Page 1779;
17. Deed Book 2123 at Page 1783.

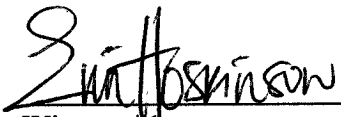
Section 71 of the Declaration grants the Board of Directors for the HOA the power to approve the annual budget for the HOA. The budget adopted by the Board of Directors of the HOA on or about April 1, 2007 includes an permanent annual assessment of a transfer fee of .125% (1/8 point) of the gross sales price for any lot sold in Kingsbridge Subdivision (the "Transfer Fee"). The Transfer Fee is collected by the HOA at the time a lot is transferred by its current owner to a new purchaser.

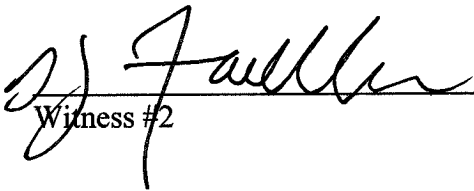
This Supplement is being recorded to memorialize the adoption of the Transfer Fee by the Board of Directors of the HOA and to put the present and future owners of property within Kingsbridge Subdivision on record notice of the Transfer Fee.

IN WITNESS WHEREOF the undersigned hereby sets its hand and seal this 15 day of JULY, 2008.

KINGSBRIDGE HOMEOWNERS ASSOCIATION, INC.

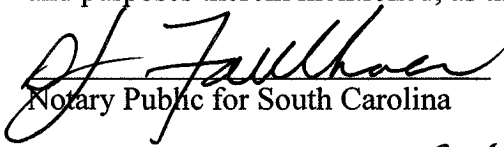

By: Bill Malesich
Its: PRES Kingsbridge HOA


Witness #1


Witness #2

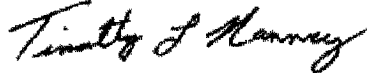
STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

The foregoing instrument was acknowledged before me this 15 day of JULY, 2008, by BILL MALESICH as PRESIDENT of Kingsbridge Homeowner's Association, Inc., on behalf of the corporation, and acknowledged to me that he signed and sealed the said instrument as his/her free and voluntary act and for the uses and purposes therein mentioned, as the act and deed of the corporation.


Notary Public for South Carolina

My commission expires: 6-8-15

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
2008070099 Book: DE 2333 Page: 2481-2482
July 29, 2008 03:14:45 PM



BY-LAWS
OF
KINGSBRIDGE HOMEOWNER'S
ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the corporation is Kingsbridge Homeowner's Association, hereinafter referred to as the "Association".

ARTICLE II

DEFINITIONS

Section 2.1. "Association" shall mean and refer to Kingsbridge Homeowner's Association, its successors and assigns.

Section 2.2. "Common Area" shall mean all real property (including the improvements thereto) owned or to be owned by the Association for the common use and enjoyment of the Owners.

Section 2.3. "Common Maintenance Area" shall mean and refer to the Common Areas, if any, and the areas dedicated to public use or otherwise benefitting the Property that is maintained by the Association.

Section 2.4. "Lot" shall mean and refer to that portion of any of the plots of land shown upon the recorded subdivision maps of Kingsbridge recorded now or in the future as to additional property added to Kingsbridge, in the Public Records of Greenville County, South Carolina and other surveys or plats of portions of said land, on which there is or will be built a single family dwelling. There is excepted herefrom the hereinbefore described Common Area along with other Reserves as noted on said subdivision map.

Section 2.5. "Declarant" shall mean and refer to BCM ASSOCIATES, II, its successors and assigns who are designated as such in writing by Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assign.

Section 2.6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Kingsbridge recorded in Deed Book _____ Page _____ in the office of the Register of Deeds for Greenville County, South Carolina.

Section 2.7. "Member" shall mean and refer to those persons entitle to membership as provided in the Declaration.

Section 2.8. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2.9. "Properties" shall mean and refer to that certain real property described in the Declaration, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE III

MEMBERSHIP AND CONTROL.

Section 3.1. Membership And Control. A person or entity shall become a member of the Association upon acquisition of fee simple title to any lot in KINGSBRIDGE. Membership shall continue until such time as the Member transfers or conveys his interest of record or the interest is transferred and conveyed by operation of law. Membership shall be appurtenant to and may not be separated from ownership of any Lot. No person or entity holding an interest of any type or nature whatsoever in a Lot only as the security for performance of an obligation shall be a member of the Association. Declarant, by including additional property within the imposition of this Declaration, may cause additional membership in the Association and may designate the ownership basis for such additional membership.

Section 3.2. Administration of the Association. The Association shall be responsible for the execution, performance, administration and enforcement of all the terms and conditions of this Declaration. Except as otherwise provided herein and in the Declarations, the affairs of the Association shall be administered by the Board of Directors in accordance with the Declaration and the Articles of Incorporation and these By-laws. The Articles of Incorporation and By-Laws may be amended in the manner set forth therein; provided however, that no such amendment shall conflict with the terms of the Declaration or adversely affect the rights of Declarant, without Declarant's prior written approval. No amendment, alteration or rescission may be made which affects the rights of any Institutional Mortgagee, without the express prior written consent of the Institutional Mortgagee so affected. Any attempt to amend contrary to these prohibitions shall be of no force or effect.

Section 3.3. Voting. The Association shall have 2 classes of voting membership.

(A) Class A: As long as there is Class B membership, Class A Members shall be all Owners other than Declarant. Class A Members other than the Declarant shall be entitled to 1 vote for each Lot owned by such Member, which vote may be cast in such manner as provided in the By-Laws of Declarant becomes a Class A member, it shall be entitled to three (3) votes for each lot owned by Declarant. Should any Member own more than 1 Lot, such Member shall be entitled to cast 1 vote for each such Lot. When more than 1 person holds the ownership interest required for membership, all such persons shall be Members and the vote of such Lot shall be exercised as they, among themselves, determine; provided, however, that in no event shall more than 1 vote be cast with respect to each Lot. With respect to each Lot owned by other than a natural person or persons, the Member shall file with the Secretary of the Association a notice designating the name of an individual who shall be authorized to cast the vote of such Member. In the absence of such designation, the Owner shall not be entitled to vote on any matters coming before the membership.

(B) Class B: The Class B Member shall be the Declarant and as long as there is Class B voting membership, Declarant shall have sole voting power. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(AA) the date on which Declarant does not own any Lots;

(BB) when Declarant elects by notice to Association in writing to terminate its Class B membership.

Section 3.4. Suspension of Membership Rights. No Member shall have any vested right in the assets, functions or affairs of the Association, or any right, interest or privilege which may be transferable, or which shall continue after his membership ceases, or while he is not in good standing.

A Member shall be considered "not in good standing" during any period of time in which he is delinquent in the payment of any Assessment, or in violation of any provision of this Declaration, or of any rules promulgated by the Association or by the Board of Directors. Good standing shall be determined by a majority vote of the Board of Directors. While not in good standing, the Member shall not be entitled to vote or exercise any other rights or privilege of a Member. The Board of Directors shall issue a set of rules to be followed by Owners, Members and others. Violations of these rules shall be provided for therein.

Section 3.5. Control by Declarant. Anything herein contained to the contrary notwithstanding, Declarant shall have the right to retain control of the Association in accordance

with the terms of the Declaration. As long as Declarant retains control of the Association, Declarant shall have the right to appoint all members of the Board of Directors and to approve the Officers of the Association. No action of the membership of the Association shall be effective unless and until approved by Declarant. In the event that Declarant shall enter into any contracts or other agreements for the benefit of the Property, Declarant may, at its option, assign its obligations under such agreements to the Association.

ARTICLE IV

MEETINGS OF MEMBERS

Section 4.1. Annual Meetings. The annual meeting of the Members shall be held as provided that the Board of Directors upon written notice to the Members at least ten (10) days prior to the annual meeting date schedule the annual meeting.

Section 4.2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 4.3. Notice of Meetings. Except as otherwise provided in the Articles of Incorporation, or these By-Laws, written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4.4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, thirty percent (30%) of the votes of each class of membership, who are entitled to vote at such meetings, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, Declaration of Covenants, Conditions and Restrictions or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid, shall be present or be represented.

Section 4.5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon cessation of membership or restriction of the Member's voting rights.

Section 4.6. Majority Vote; Withdrawal of Quorum. When a quorum is present at any meeting of the Members, the vote of the holders of a majority of the votes, present in person or represented by proxy, shall decide any question brought before such meeting unless the question is one upon which by express provision of the statutes, the Articles of Incorporation or these Bylaws, a different vote is required, in which case such express provision shall govern and control the deciding of such question. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

ARTICLE V

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 5.1. Number. The affairs of the Association shall be managed by a Board of no less than one (1) and no more than five (5) directors, who need not be Members of the Association.

Section 5.2. Election. The initial directors shall be appointed by the Declarant. At the first annual meeting the Members shall determine the number of directors to be elected pursuant to Section 5.1. Notwithstanding anything herein to the contrary, Declarant shall appoint all Directors until it no longer owns any lots in Kingsbridge Subdivision.

Section 5.3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successors shall be selected by Declarant until it turns the Association over to the Members and then the remaining Members of the Association and the successor shall serve for the unexpired term of his predecessor.

Section 5.4. Compensation. No director shall receive compensation for any service he may render to the Association.

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

Section 6.1. Nomination. After Declarant owns no lots in Kingsbridge, Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each

annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-members.

Section 6.2. Election. Election to the Board of Directors shall be by secret written ballot cast at the annual meeting. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII

MEETINGS OF DIRECTORS

Section 7.1. Regular Meetings. Regular meetings of the Board of Directors shall be held annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 7.2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 7.3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 7.4. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 8.1. Powers. The Board of Directors shall have the power:

(a) To adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) To exercise for the Association all power, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws and the Articles of Incorporation;

(c) To declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors without just cause having been furnished to and accepted by the Board;

(d) To establish, and disburse and maintain such petty cash fund as necessary for efficiently carrying on the business of the Association; and

(e) To engage the services of a manager, an independent contractor, or such employees as it deems necessary, and to prescribe the conditions, compensation and duties of their work. Such power shall include authority to enter into management agreements with other parties to manage, operate or perform all or any part of the affairs and business of the Association.

(f) To do all other acts in order to manage the affairs of the Association.

ARTICLE IX

OFFICERS AND THEIR DUTIES

~~Section 9.1. Enumeration of Officers.~~ The officers of this Association shall be a president who shall at all times be Members of the Board of Directors, a vice-president, a Secretary-Treasurer, and such other officers as the Board may from time to time by resolution create.

~~Section 9.2. Election of Officers.~~ The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

~~Section 9.3. Term.~~ The officers of this Association shall be elected annually by the Board and shall hold office unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve or a new officer is elected.

~~Section 9.4. Special Appointments.~~ The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 9.5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving notice to the Board, the president or the Secretary-Treasurer. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein; the acceptance of such resignation shall not be necessary to make it effective.

Section 9.6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 9.7. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out and shall sign all contracts and other written instruments.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary-Treasurer

(c) The secretary-treasurer shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board. The secretary-treasurer shall also receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members.

ARTICLE X

ASSESSMENTS

Section 10.1. Creation of the Lien and Personal Obligation of Assessments. Assessments are governed by the Declaration.

ARTICLE XI

CORPORATE SEAL

The Association may have a seal in circular form having within its circumference the words: Kingsbridge Homeowner's Association.

ARTICLE XII

AMENDMENTS

Section 12.1. These By-Laws may be amended by the Declarant during the time it retains control of the Association and thereafter, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 12.2. In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control. In case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIII

FISCAL YEAR

The Fiscal Year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

**AMENDMENT TO THE
BY-LAWS OF KINGSBRIDGE HOMEOWNER'S ASSOCIATION**

This Amendment, is made this ____ day of June, 2004, by BCM Associates II, LTD., (the "**Declarant**") to the By-Laws (the "**By-Laws**") of the KingsBridge Homeowner's Association (the "**Association**").

WHEREAS, the Association is a nonprofit corporation organized by the Declarant to administer the restrictive and protective covenants recorded in Book 1621 at Page 338 in the Office of the Register of Deeds for Greenville County, South Carolina upon the property more particularly described in the Final Plat of KingsBridge Phase I as recorded on August 15, 1995, in the Office of the Register of Mesne Conveyance, Greenville County, South Carolina in Volume 30-R, Page 21, and having the courses and distances and metes and bounds as set forth in said plat;

WHEREAS, Section 12.1 of the By-Laws provides that the By-Laws may be amended by the Declarant as long as Declarant retains control of the Association; and

WHEREAS, Declarant currently retains control of the Association and wishes to exercise its rights under Section 12.1 of the By-laws;

NOW, THEREFORE, IT IS DECLARED that, effective on the date first written above, the By-laws shall be amended as follows, with the remainder of the By-Laws to remain unchanged:

1. Section 3.3 of the By-Laws shall be amended by deleting Section 3.3 and inserting the following Section 3.3 in its place:

Section 3.3. Voting. After Declarant turns control of the Association over to the Homeowners as provided for in the Declaration, each Member shall be entitled to one vote per Lot owned. The Declarant shall be entitled to three votes for each Lot it owns. When title to a Lot is vested in two or more persons, the vote shall be exercised as they among themselves determine but in such case no more than one vote shall be cast per Lot not owned by Declarant.

2. Section 5.1 of the By-Laws shall be amended by deleting Section 5.1 and inserting the following Section 5.1 in its place:

Section 5.1. Number. The affairs of the Association shall be managed by a Board of five directors, who need not be Members of the Association.

3. Section 5.2 of the By-Laws shall be amended by deleting Section 5.2 and inserting the following Section 5.2 in its place:

Section 5.2. Election. The initial directors shall be appointed by the Declarant.

4. Section 6.1 of the By-Laws shall be amended by deleting Section 6.1 and inserting the following Section 6.1 in its place:

Section 6.1. Nomination. After Declarant turns control of the Association over to the Homeowners as provided for in the Declaration, Nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting to serve from the time of appointment until the close of such annual meeting. The Nominating Committee shall make as many nominations as it in its discretion deems appropriate but not less than the number of vacancies that are to be filled. Members and non-Members are eligible for nomination for election to the Board of Directors. Nominations may also be made from the floor by any Member at the annual meeting.

5. Section 6.2 of the By-Laws shall be amended by deleting Section 6.2 and inserting the following Section 6.2 in its place:

Section 6.2. Election. Election to the Board of Directors shall be by secret written ballot cast at the annual meeting. As such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of these By-Laws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

6. Except as specifically amended herein, all other provisions of the By-Laws shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed on behalf of the Declarant as of the day and year first above written.

THE DECLARANT:

BCM Associates II, LTD.

By: Boyett Capital Management Inc., Its General Partner

By: James Boyett President

KINGSBRIDGE HOA

RESOLUTIONS 2008

Fence Resolutions

I.

All exterior fences to be erected by Members along the exterior boundaries of the Subdivision along Batesville Road shall be five feet (5') in height and shall be constructed of wrought iron, aluminum, or similar type materials approved by the Architectural Committee, with brick/stone columns. The Architectural Committee is delegated the authority to adopt a uniform set of design guidelines for the design of fences to be installed along the exterior boundaries of the Subdivision along Batesville Road. Any such design guidelines shall act as rules and regulations for the design and approval of fences and landscaping along the exterior boundaries of the Subdivision. Any such design guidelines can be amended or changes from time to time as deemed reasonably necessary by the Board of Directors. Until such time as the design guidelines for fences and landscaping along the exterior boundaries of the Subdivision have been adopted by the Architectural Committee and provided to the Members, no fences or landscaping shall be erected or altered along the exterior boundaries of the Subdivision by any Member. After adoption of the design guidelines by the Architectural Committee, no fence or landscaping shall be erected, placed, moved onto or permitted to remain along the exterior boundaries of the Subdivision until plans and specifications therefore shall have first been submitted to and approved in writing by the Architectural Committee in advance in accordance with the procedures set forth in Article III of the recorded Declaration applicable to the Subdivision. The plans and specifications submitted to the Architectural Committee for approval shall include a landscaping plan showing the types of plants and materials to be used to landscape the areas surrounding the fences. Any landscaping to be installed in conjunction with the erection of a fence on property located to the left side of the entrance to the Subdivision and adjacent to Batesville Road (as viewed from Batesville Road) must be irrigated and any plans and specifications for the installation of fences on those properties must include an irrigation plan for the landscaping to be installed. The requirement to irrigate landscaping does not apply to those properties located to the right side of the entrance to the Subdivision and adjacent to Batesville Road (as viewed from Batesville Road) or to Lot 19G since it is located adjacent to a commercial property.

II.

All new or replacement fences to be erected by Members within the Subdivision shall be five feet (5') in height and shall be constructed of wrought iron, aluminum, or similar type materials approved by the Architectural Committee, with brick/stone columns. The Architectural Committee is delegated the authority to adopt a uniform set of design guidelines for the design of fences to be installed on lots within the Subdivision. Any such guidelines shall act as rules and regulations for the design and approval of new

and replacement fences within the Subdivision. Any such guidelines can be amended or changed from time to time as deemed reasonably necessary by the Board of Directors. Interior fences (including wooden fences) shall be replaced in accordance with the design guidelines adopted by the Architectural Committee. Until such time as the design guidelines for fences within the Subdivision have been adopted by the Architectural Committee and provided to the Members, no fences shall be erected, replaced, or altered in the Subdivision by any Member. After adoption of the design guidelines by the Architectural Committee, no fence shall be erected, placed, moved, replaced, or repaired within the Subdivision until plans and specifications therefore shall have first been submitted to and approved in writing by the Architectural Committee in advance in accordance with the procedures set forth in Article III of the recorded Declaration applicable to the Subdivision.

Mailbox Resolution

Mailboxes may only have natural, well maintained vegetation growing directly on the mailbox itself. Wood or wire latticework located on house side of mailbox will be the only permissible manmade structure. The latticework is to be no taller than 26 inches, (base of the mailbox) and a maximum of 18 inches wide. There is to be no manmade structures including but not limited too; brickwork, stonework, arbors, trellis, etc. above, around or surrounding the mailboxes.

Furthermore, there will be no "grandfather clause" and all mailboxes are to be brought into the standards detailed above. We ask the KB community for your willing cooperation.

Religious Display Resolution

The Board will consider requests by homeowners to sponsor and place temporary religious displays on the common property owned by the Association on a case by case basis. The approval or disapproval of the same shall be in the sole and absolute discretion of the Board. Homeowner's desiring place temporary religious displays on the common property owned by the Association, must submit a written request to the Board showing all details of the display as may be required by the Board, including, but not limited to, the dimensions, colors and symbols to be used in the displayed. The written request must also include a statement on how the display will be affixed to the common property and how the display will be removed upon expiration of the display period. The Board shall approve or disapprove the display based upon the information provided in its sole and absolute discretion. The Board shall have the authority

to revoked approval of any display at any time in the sole and absolute discretion of the Board. In the event a homeowner fails to remove a display after expiration of the display period or notice from the Board, the Board may remove the display from the common property and charge to costs and expense thereof to the homeowner. In such event, the Board and the Association shall have all remedies available at law or in equity to collect the costs and expense thereof. All costs and expenses of the display shall be borne solely by the homeowner. All approvals shall be made on the condition that the homeowner sponsoring the display shall assume all risk thereof. The Association nor the Board shall have liability for any damage to the display. All approvals shall also be made on the condition that homeowner release the Association and its Board, Board members, homeowners, committees, employees, independent contractors, agents, and insurers from any and all liability of any kind whatsoever arising from or relating in any way to the permission to place the display on the common property, including claims related to damage to or destruction of the display, or any other matter relating to the display. All approvals shall also be made on the condition that homeowner hold harmless and indemnify the Association, and its Board, Board members, homeowners, committees, employees, independent contractors, agents, insurers and related entities thereof for all claims, attorneys fees, and other costs or liabilities incurred by or asserted against any of the foregoing as a result of the display and/or use of the common property for the display.

KINGSBRIDGE HOA

AMENDMENT TO THE 2008 FENCE RESOLUTIONS APPROVED BY KB HOA BOD JULY 2012

Fence Resolutions

I. Properties along Batesville Road

All exterior fences to be erected by Members along the exterior boundaries of the Subdivision shall be four to five feet (4' - 5') in height and shall be constructed of wrought iron, aluminum, or similar type materials approved by the Architectural Committee, with brick/stone columns. The Architectural Committee is delegated the authority to adopt a uniform set of design guidelines for the design of fences to be installed along the exterior boundaries of the Subdivision along Batesville Road. Any such design guidelines shall act as rules and regulations for the design and approval of fences and landscaping along the exterior boundaries of the Subdivision. Any such design guidelines can be amended or changes from time to time as deemed reasonably necessary by the Board of Directors. No fence or landscaping shall be erected, placed, moved onto or permitted to remain along the exterior boundaries of the Subdivision until plans and specifications therefore shall have first been submitted to and approved in writing by the Architectural Committee in advance in accordance with the procedures set forth in Article III of the recorded Declaration applicable to the Subdivision. The plans and specifications submitted to the Architectural Committee for approval shall include a landscaping plan showing the types of plants and materials to be used to landscape the areas surrounding the fences. Any landscaping to be installed in conjunction with the erection of a fence on property located to the left side of the entrance to the Subdivision and adjacent to Batesville Road (as viewed from Batesville Road) must be irrigated and any plans and specifications for the installation of fences on those properties must include an irrigation plan for the landscaping to be installed. The requirement to irrigate landscaping does not apply to those properties located to the right side of the entrance to the Subdivision and adjacent to Batesville Road (as viewed from Batesville Road) or to Lot 19G since it is located adjacent to a commercial property.

II. All other Properties

All new or replacement fences to be erected by Members within the Subdivision (those fences not on the subdivision boundary or perimeter) shall be four to five feet (4' - 5') in height and shall be constructed of wrought iron, aluminum, or similar type materials approved by the Architectural Committee; brick/stone columns are recommended. The wood fence along the alleyway behind the homes on Kingsgate Court is excluded from this requirement. The Architectural Committee is delegated the authority to adopt a uniform set of design guidelines for the design of fences to be installed on lots within the Subdivision. Any such guidelines shall act as rules and regulations for the design and approval of new and replacement fences within the Subdivision. Any such guidelines

can be amended or changed from time to time as deemed reasonably necessary by the Board of Directors. Interior fences (including wooden fences) shall be replaced in accordance with the design guidelines adopted by the Architectural Committee. No fence shall be erected, placed, moved, replaced, or repaired within the Subdivision until plans and specifications therefore shall have first been submitted to and approved in writing by the Architectural Committee in advance in accordance with the procedures set forth in Article III of the recorded Declaration applicable to the Subdivision. Fences erected along the subdivision boundary or perimeter (which excludes properties along Batesville Road) may be constructed from wood or brick/stone columns and metal fencing products with approval from the Architectural Review Committee. Existing wood fences along the perimeter of the subdivision should be maintained and repaired in a manner consistent with the association's standards and Covenants.

KINGSBRIDGE HOA
RESOLUTION 2016

Accessory Buildings Resolution

I. Architectural Requirements

Any out-buildings or accessory buildings erected by Members for the primary purpose of storage may be reviewed by the Architectural Committee for approval if it meets the following standards and criteria:

- a. must be a permanent structure on a properly sized and prepared poured concrete foundation;
- b. use of a high level of quality of construction materials, finishes and methods to match that of at least 70% of the main building's look and stylistic design;
- c. must adhere to community construction standards as outlined in the Article II: Architectural Requirements and Restrictions of the community covenants;
- d. and any other item(s) that the Architectural Committee deems should be considered that would serve to enhance, promote and protect the value, desirability and attractiveness of the Subdivision.

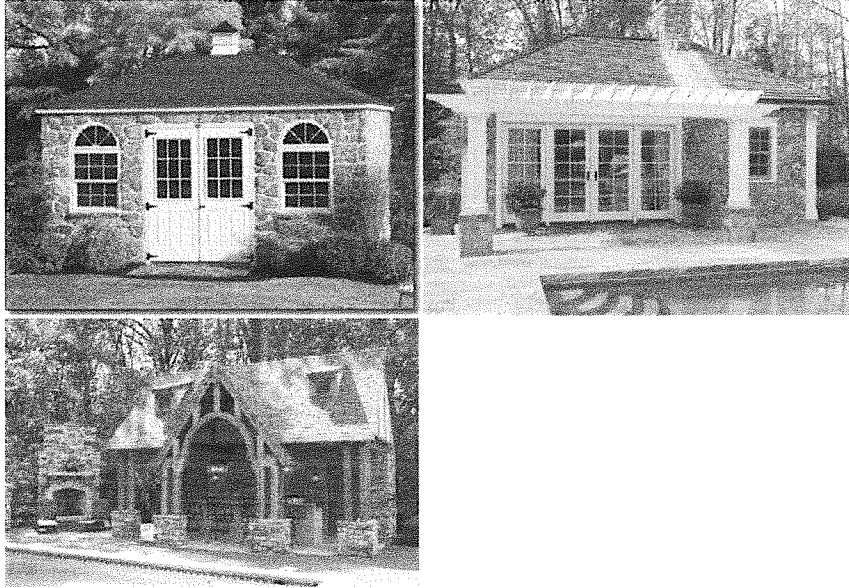
Then the proposed out-building or accessory building may be reviewed by the Architectural Review Committee.

II. Buildings Defined

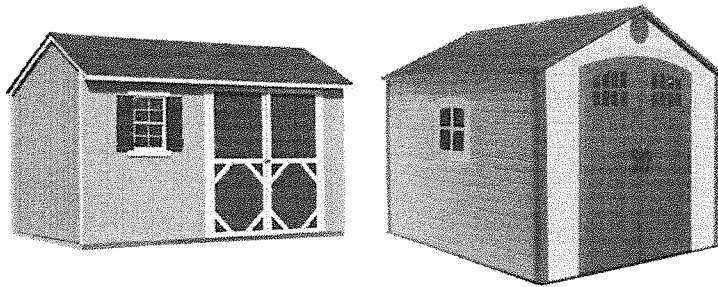
- a. **out-buildings or accessory buildings:** are detached permanent structures such as attached or detached garages, storage buildings, private studios, pool houses, and other similar residential structures. They are used exclusively by the owners or occupants of the house or main building. These types of structures are approved.
- b. **shed, storage barn, children's play houses or other similar structures:** a simple roofed structure, typically made of wood or metal, used as a storage space or a workshop. These types of structures can be purchased at a local hardware store (i.e. Lowes, Home Depot, etc.) and are **NOT** approved.

III. Examples of Buildings

a. This type of out-building or accessory building is approved:



b. This type of out-building or accessory building is NOT approved as it is deemed as a shed:



IV. Grandfather Clause

Out-buildings, accessory buildings, sheds, storage barns, children's play houses or other similar structures completed prior to December 19, 2016 will be grandfathered in and be allowed to remain on the Members property. The grandfathered building cannot be replaced with a like building if said building becomes unusable, dilapidated or falls outside of ARC acceptable standards. Replacement of said building is dependent on ARC approval and must adhere to the requirements detailed in Article I of this resolution.

Property Improvement Request
Kingsbridge Homeowners Association

Association Management Group
3104 Grandview Drive
Suite B
Simpsonville, SC 29680
FAX (864) 963-5806

All improvements, additions or changes must be approved in writing before scheduling work.
Please complete the following and submit to the address above:

Homeowners Name: _____ Date: _____

Property Address: _____

Home Phone: _____ Work Phone: _____

Email: _____

1. Briefly describe the improvement you are requesting:

2. Name of person or company who will actually perform the work on this improvement:

3. On a copy of your survey, indicate the location (distance to property, setback and build lines) and dimensions of the proposed improvement.

4. Describe the building materials to be used (e.g. brick, wood, siding, roofing, etc.). For landscaping, describe the type of plants, especially trees (be sure to show location on survey copy):

5. Please include any materials (photos, sales literature, catalogs, paint chip, etc.) that may assist the committee in reviewing your request.

Must be submitted 30 days ahead of scheduled work so that the board can meet to discuss.

Estimated project start date: _____

Estimated completion date: _____

.....

PLEASE DO NOT WRITE BELOW THIS LINE

Approved: _____

Date: _____

Rejected: _____

Date: _____

Reviewed by: _____ (Signature of ACC Member(s))

Comments:

KINGSBRIDGE

POOL GUIDELINES

The KingsBridge pool is for the use of property owners and their guests ONLY! In order to protect and maintain the pool area, please read and discuss the following pool guidelines with every member of your family. Residents must be in good standing and be current on all HOA fees.

KINGSBRIDGE POOL HOURS: 10:00 am – 9:00 pm

Remember to:

- Wear/bring your wristband to the pool. Only 4 guests are allowed per family and must also have a wristband. Residents must be with guest(s) at all times. If the resident leaves the pool, the guest(s) must leave as well. The lifeguard on duty will ask to see wristbands. If wristbands cannot be provided, the lifeguard will ask you to leave and come back with your bands. No exceptions!
- Please be sure to clean up after yourself as well as your guests. Garbage cans are located on the pool deck for your convenience.
- Please keep all pets off the pool deck and outside of the pool area.
- **SWIM AT YOUR OWN RISK** when no lifeguard is on duty!
- Children 13 years of age and older may have the privilege of swimming without a parent ONLY when the lifeguard is on duty from 12:00 – 8:00 pm.
- If an unaccompanied child/minor chooses to consistently disregard any of the pool rules as well as warnings from the lifeguard; parents will be notified. The lifeguard on duty has the discretion to revoke pool privileges for the day of any child/minor who consistently disregards the pool rules. If the behavior continues, the child/minor will not be allowed in the pool area without a parent present.
- Please encourage all babysitters to carefully monitor the children in their care and to exercise extreme caution in the pool area.
- Glass drink containers (glasses, bottles) are not permitted in the pool area. Please transfer glass bottle beverages into plastic containers for consumption on the pool deck.
- Bicycles, scooters and rollerblade skates are not permitted on the pool deck. Please park bicycles in the bike rack outside the pool deck and leave scooters and skates near rack so that they are not blocking the pool entrance or the walkway.
- **NO SMOKING OR VAPING IS ALLOWED ON THE POOL DECK.** Please be courteous of other members near you if you smoke outside the pool deck and dispose of all ashes and cigarette butts in the proper manner being consistent with fire safety. Underage smoking is prohibited. Other forms of tobacco usage, such as dipping and chewing, are also prohibited from usage within the pool deck and pool.

HAVE A SAFE AND HAPPY SUMMER!!!

For questions, concerns or comments, please contact Deon Moore at 864-967-3564.



Kingsbridge Pool Party Form

Name: _____ Date of Party: _____

Address: _____

Phone Number: _____ Email: _____

Number of Guests: _____

I understand that I am fully responsible for my guests and I will be sure my guests understand and agree to abide by the Kingsbridge Pool Guidelines. If the party is for children under 12, then there should be 1 parent for every 5 children.

Please contact Lori Kellett of Upstate Pool Management at 864-688-1143 with your party date and to confirm your lifeguard needs. Any pool party having more than 10 children in attendance during normal pool hours will require an additional lifeguard at \$20/hour for every additional 25 children.

I agree to pay a \$30 clean up fee, no exceptions.

To provide access to the restroom doors for your guests during your event, you may activate the dead bolt on the restroom door to provide entry.

If you plan to rent the clubhouse in conjunction with your pool party, please be sure to notify the lifeguard that the upper gate at clubhouse porch deck will need to be unlocked.

I agree to pay for any damages done to the pool, pool deck or any of the amenities done as a result of this party.

Signature

Date

Please make your check payable to Kingsbridge HOA and mail it to:
Association Management Group,
3104 Grandview Drive, Suite B
Simpsonville, SC 29680

(revised: 10-1-18)

KINGSBRIDGE HOMEOWNER ASSOCIATION

CLUBHOUSE RULES

Please read the following rules governing the use of the clubhouse before signing and returning the contract for your reservation.

1. Clubhouse use is for residents only. It is not intended for use by non-residents or outside organizations.
2. Clubhouse reservations are confirmed **ONLY** by receipt of rental fee, deposit check and signed clubhouse agreement.
3. Fee schedule is based upon number of guests. Post event inspection is included. Post event cleaning fee is \$75.00 and is mandatory.
4. There will be a \$250.00 “refundable” security deposit with all rentals. The \$250.00 deposit will be returned, provided the clubhouse is left in the condition it was found, the clubhouse key fob is returned to the Clubhouse Committee within 48 hours post event and the gate code is not posted at the entrance keypad. Any damage to the clubhouse in excess of \$250.00 will be billed to the responsible homeowner. Please dispose of your garbage in the outside cans; any garbage left in the clubhouse will incur a \$25.00 fee.
5. The resident must sign the clubhouse agreement form prior to using the facility.
6. The resident is responsible for any injury to themselves or their guests while using the facility.
7. All children (under 18) must be supervised at all times by an adult or parent.
8. There is NO smoking or usage of candles in the clubhouse.

Please make checks payable to: Kingsbridge Homeowners Association, Inc.
C/O AMG
3104 Grandview Drive, Suite B
Simpsonville, SC 29690

Key fob pick up: Deon at AMG will contact you 2-3 days prior to event to give you Clubhouse Committee member contact info for key fob pick up.

KB Clubhouse Committee: Kim Botzo / Karen Ecoff

(revised 10-1-18)



CLUBHOUSE RENTAL RESERVATION FORM

Date of Request (<i>today</i>)			
EVENT INFORMATION			
Date of Use			
Type of Event			
Start Time		End Time	
Number of Guests			
HOMEOWNER INFORMATION			
Homeowners Name			
Physical Address			
Home Phone		Cell Phone	
Email Address			
RENTAL FEES: 1-80 Guests (\$100.00) 81-186 Guests (\$200.00)			

**Make the TWO
checks payable to
Kingsbridge HOA**

Check #1	Rental fee (<i>see above</i>)	\$
	Post Event Cleaning	\$ 75.00
	SUBTOTAL	\$
Check #2	Security Deposit	\$ 250.00
TOTAL RENTAL FEE		\$

I UNDERSTAND that if any member of my party utilizes the outside porch deck which results in excessive dirt, spills and stains that require professional power washing will incur \$200 deduction from Security Deposit.

I UNDERSTAND that any gate code for access to neighborhood must be on the invitation, never at the gate keypad. Any posted gate code at keypad will incur \$100 deduction from Security Deposit, no exceptions.

I UNDERSTAND that the Key Fob must be returned to the Clubhouse committee member within 48 hours or \$50.00 fee will be deducted from my Security Deposit.

I UNDERSTAND that by signing below, I agree to all the clubhouse rental terms and procedures. I agree to leave the clubhouse free of all trash and debris after my event. (All trash should be placed in outside garbage cans. Any trash that does not fit in cans must be hauled away by homeowner. Any trash left in clubhouse will incur a \$25 fee.) I understand that if there is damage to the facility, furnishings or structure, repairs will be deducted from my Security Deposit. If damages exceed the \$250.00, the homeowner HOA account will be charged accordingly.

Homeowner's signature _____ Date _____ Revised (10.1.18)

Keep this form for your records

Please make checks payable to:

Kingsbridge HOA, Inc.

Your reservations are confirmed **ONLY** when **BOTH** your **SECURITY DEPOSIT** and your **RENTAL** checks are received with your clubhouse reservation form at the following address:

Association Management Group - AMG
3104 Grandview Drive, Suite B
Simpsonville, SC 29680
(864) 967-3564

KEY FOB Pick up: You will be notified 2-3 days prior to event by Deon at AMG regarding key fob pick up at address of Clubhouse Committee member.

KEY FOB Return: The key fob **must** be returned to Clubhouse Committee member within 48 hours of event. If not returned within 48 hours, a fee of \$50.00 will be deducted from your deposit.

ALARM CODE

25691 - Deactivate

25692 - Activate

Note: If accidently set off alarm call (800) 824-1057 and give passcode: Queen

KINGSBRIDGE HOA

RESOLUTIONS 2008

Fence Resolutions

I.

All exterior fences to be erected by Members along the exterior boundaries of the Subdivision along Batesville Road shall be five feet (5') in height and shall be constructed of wrought iron, aluminum, or similar type materials approved by the Architectural Committee, with brick/stone columns. The Architectural Committee is delegated the authority to adopt a uniform set of design guidelines for the design of fences to be installed along the exterior boundaries of the Subdivision along Batesville Road. Any such design guidelines shall act as rules and regulations for the design and approval of fences and landscaping along the exterior boundaries of the Subdivision. Any such design guidelines can be amended or changes from time to time as deemed reasonably necessary by the Board of Directors. Until such time as the design guidelines for fences and landscaping along the exterior boundaries of the Subdivision have been adopted by the Architectural Committee and provided to the Members, no fences or landscaping shall be erected or altered along the exterior boundaries of the Subdivision by any Member. After adoption of the design guidelines by the Architectural Committee, no fence or landscaping shall be erected, placed, moved onto or permitted to remain along the exterior boundaries of the Subdivision until plans and specifications therefore shall have first been submitted to and approved in writing by the Architectural Committee in advance in accordance with the procedures set forth in Article III of the recorded Declaration applicable to the Subdivision. The plans and specifications submitted to the Architectural Committee for approval shall include a landscaping plan showing the types of plants and materials to be used to landscape the areas surrounding the fences. Any landscaping to be installed in conjunction with the erection of a fence on property located to the left side of the entrance to the Subdivision and adjacent to Batesville Road (as viewed from Batesville Road) must be irrigated and any plans and specifications for the installation of fences on those properties must include an irrigation plan for the landscaping to be installed. The requirement to irrigate landscaping does not apply to those properties located to the right side of the entrance to the Subdivision and adjacent to Batesville Road (as viewed from Batesville Road) or to Lot 19G since it is located adjacent to a commercial property.

II.

All new or replacement fences to be erected by Members within the Subdivision shall be five feet (5') in height and shall be constructed of wrought iron, aluminum, or similar type materials approved by the Architectural Committee, with brick/stone columns. The Architectural Committee is delegated the authority to adopt a uniform set of design guidelines for the design of fences to be installed on lots within the Subdivision. Any such guidelines shall act as rules and regulations for the design and approval of new

and replacement fences within the Subdivision. Any such guidelines can be amended or changed from time to time as deemed reasonably necessary by the Board of Directors. Interior fences (including wooden fences) shall be replaced in accordance with the design guidelines adopted by the Architectural Committee. Until such time as the design guidelines for fences within the Subdivision have been adopted by the Architectural Committee and provided to the Members, no fences shall be erected, replaced, or altered in the Subdivision by any Member. After adoption of the design guidelines by the Architectural Committee, no fence shall be erected, placed, moved, replaced, or repaired within the Subdivision until plans and specifications therefore shall have first been submitted to and approved in writing by the Architectural Committee in advance in accordance with the procedures set forth in Article III of the recorded Declaration applicable to the Subdivision.

Mailbox Resolution

Mailboxes may only have natural, well maintained vegetation growing directly on the mailbox itself. Wood or wire latticework located on house side of mailbox will be the only permissible manmade structure. The latticework is to be no taller than 26 inches, (base of the mailbox) and a maximum of 18 inches wide. There is to be no manmade structures including but not limited too; brickwork, stonework, arbors, trellis, etc. above, around or surrounding the mailboxes.

Furthermore, there will be no "grandfather clause" and all mailboxes are to be brought into the standards detailed above. We ask the KB community for your willing cooperation.

Religious Display Resolution

The Board will consider requests by homeowners to sponsor and place temporary religious displays on the common property owned by the Association on a case by case basis. The approval or disapproval of the same shall be in the sole and absolute discretion of the Board. Homeowner's desiring place temporary religious displays on the common property owned by the Association, must submit a written request to the Board showing all details of the display as may be required by the Board, including, but not limited to, the dimensions, colors and symbols to be used in the displayed. The written request must also include a statement on how the display will be affixed to the common property and how the display will be removed upon expiration of the display period. The Board shall approve or disapprove the display based upon the information provided in its sole and absolute discretion. The Board shall have the authority

to revoked approval of any display at any time in the sole and absolute discretion of the Board. In the event a homeowner fails to remove a display after expiration of the display period or notice from the Board, the Board may remove the display from the common property and charge to costs and expense thereof to the homeowner. In such event, the Board and the Association shall have all remedies available at law or in equity to collect the costs and expense thereof. All costs and expenses of the display shall be borne solely by the homeowner. All approvals shall be made on the condition that the homeowner sponsoring the display shall assume all risk thereof. The Association nor the Board shall have liability for any damage to the display. All approvals shall also be made on the condition that homeowner release the Association and its Board, Board members, homeowners, committees, employees, independent contractors, agents, and insurers from any and all liability of any kind whatsoever arising from or relating in any way to the permission to place the display on the common property, including claims related to damage to or destruction of the display, or any other matter relating to the display. All approvals shall also be made on the condition that homeowner hold harmless and indemnify the Association, and its Board, Board members, homeowners, committees, employees, independent contractors, agents, insurers and related entities thereof for all claims, attorneys fees, and other costs or liabilities incurred by or asserted against any of the foregoing as a result of the display and/or use of the common property for the display.

KINGSBRIDGE HOA

AMENDMENT TO THE 2008 FENCE RESOLUTIONS APPROVED BY KB HOA BOD JULY 2012

Fence Resolutions

I. Properties along Batesville Road

All exterior fences to be erected by Members along the exterior boundaries of the Subdivision shall be four to five feet (4' - 5') in height and shall be constructed of wrought iron, aluminum, or similar type materials approved by the Architectural Committee, with brick/stone columns. The Architectural Committee is delegated the authority to adopt a uniform set of design guidelines for the design of fences to be installed along the exterior boundaries of the Subdivision along Batesville Road. Any such design guidelines shall act as rules and regulations for the design and approval of fences and landscaping along the exterior boundaries of the Subdivision. Any such design guidelines can be amended or changes from time to time as deemed reasonably necessary by the Board of Directors. No fence or landscaping shall be erected, placed, moved onto or permitted to remain along the exterior boundaries of the Subdivision until plans and specifications therefore shall have first been submitted to and approved in writing by the Architectural Committee in advance in accordance with the procedures set forth in Article III of the recorded Declaration applicable to the Subdivision. The plans and specifications submitted to the Architectural Committee for approval shall include a landscaping plan showing the types of plants and materials to be used to landscape the areas surrounding the fences. Any landscaping to be installed in conjunction with the erection of a fence on property located to the left side of the entrance to the Subdivision and adjacent to Batesville Road (as viewed from Batesville Road) must be irrigated and any plans and specifications for the installation of fences on those properties must include an irrigation plan for the landscaping to be installed. The requirement to irrigate landscaping does not apply to those properties located to the right side of the entrance to the Subdivision and adjacent to Batesville Road (as viewed from Batesville Road) or to Lot 19G since it is located adjacent to a commercial property.

II. All other Properties

All new or replacement fences to be erected by Members within the Subdivision (those fences not on the subdivision boundary or perimeter) shall be four to five feet (4' - 5') in height and shall be constructed of wrought iron, aluminum, or similar type materials approved by the Architectural Committee; brick/stone columns are recommended. The wood fence along the alleyway behind the homes on Kingsgate Court is excluded from this requirement. The Architectural Committee is delegated the authority to adopt a uniform set of design guidelines for the design of fences to be installed on lots within the Subdivision. Any such guidelines shall act as rules and regulations for the design and approval of new and replacement fences within the Subdivision. Any such guidelines

can be amended or changed from time to time as deemed reasonably necessary by the Board of Directors. Interior fences (including wooden fences) shall be replaced in accordance with the design guidelines adopted by the Architectural Committee. No fence shall be erected, placed, moved, replaced, or repaired within the Subdivision until plans and specifications therefore shall have first been submitted to and approved in writing by the Architectural Committee in advance in accordance with the procedures set forth in Article III of the recorded Declaration applicable to the Subdivision. Fences erected along the subdivision boundary or perimeter (which excludes properties along Batesville Road) may be constructed from wood or brick/stone columns and metal fencing products with approval from the Architectural Review Committee. Existing wood fences along the perimeter of the subdivision should be maintained and repaired in a manner consistent with the association's standards and Covenants.

KINGSBRIDGE HOA
RESOLUTION 2016

Accessory Buildings Resolution

I. Architectural Requirements

Any out-buildings or accessory buildings erected by Members for the primary purpose of storage may be reviewed by the Architectural Committee for approval if it meets the following standards and criteria:

- a. must be a permanent structure on a properly sized and prepared poured concrete foundation;
- b. use of a high level of quality of construction materials, finishes and methods to match that of at least 70% of the main building's look and stylistic design;
- c. must adhere to community construction standards as outlined in the Article II: Architectural Requirements and Restrictions of the community covenants;
- d. and any other item(s) that the Architectural Committee deems should be considered that would serve to enhance, promote and protect the value, desirability and attractiveness of the Subdivision.

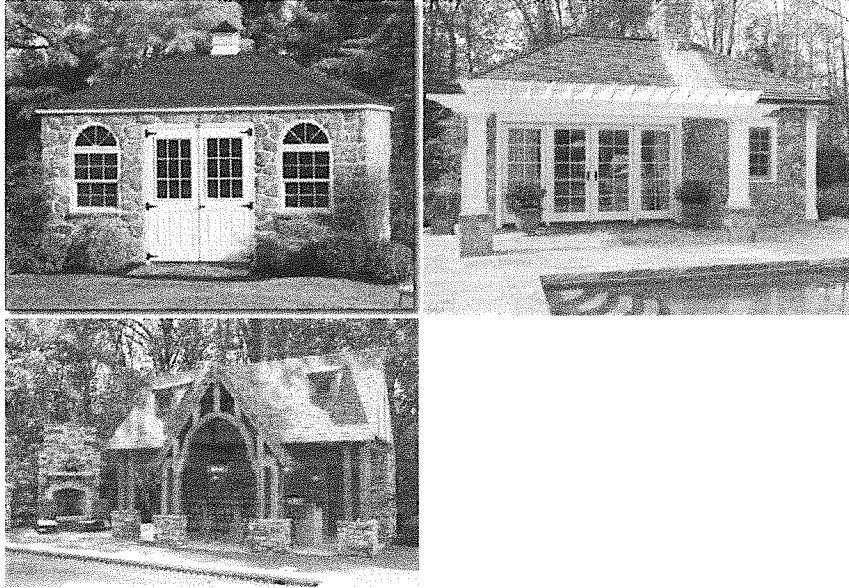
Then the proposed out-building or accessory building may be reviewed by the Architectural Review Committee.

II. Buildings Defined

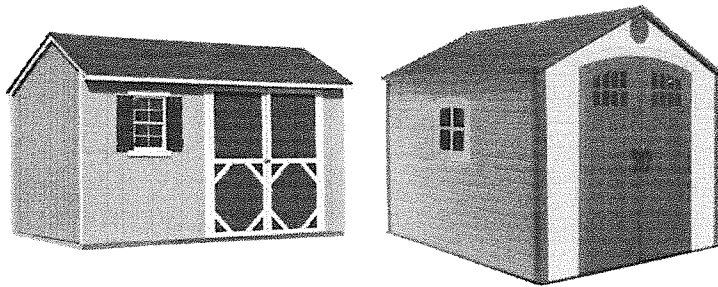
- a. **out-buildings or accessory buildings:** are detached permanent structures such as attached or detached garages, storage buildings, private studios, pool houses, and other similar residential structures. They are used exclusively by the owners or occupants of the house or main building. These types of structures are approved.
- b. **shed, storage barn, children's play houses or other similar structures:** a simple roofed structure, typically made of wood or metal, used as a storage space or a workshop. These types of structures can be purchased at a local hardware store (i.e. Lowes, Home Depot, etc.) and are **NOT** approved.

III. Examples of Buildings

a. This type of out-building or accessory building is approved:



b. This type of out-building or accessory building is NOT approved as it is deemed as a shed:



IV. Grandfather Clause

Out-buildings, accessory buildings, sheds, storage barns, children's play houses or other similar structures completed prior to December 19, 2016 will be grandfathered in and be allowed to remain on the Members property. The grandfathered building cannot be replaced with a like building if said building becomes unusable, dilapidated or falls outside of ARC acceptable standards. Replacement of said building is dependent on ARC approval and must adhere to the requirements detailed in Article I of this resolution.

Property Improvement Request
Kingsbridge Homeowners Association

Association Management Group
3104 Grandview Drive
Suite B
Simpsonville, SC 29680
FAX (864) 963-5806

All improvements, additions or changes must be approved in writing before scheduling work.
Please complete the following and submit to the address above:

Homeowners Name: _____ Date: _____

Property Address: _____

Home Phone: _____ Work Phone: _____

Email: _____

1. Briefly describe the improvement you are requesting:

2. Name of person or company who will actually perform the work on this improvement:

3. On a copy of your survey, indicate the location (distance to property, setback and build lines) and dimensions of the proposed improvement.

4. Describe the building materials to be used (e.g. brick, wood, siding, roofing, etc.). For landscaping, describe the type of plants, especially trees (be sure to show location on survey copy):

5. Please include any materials (photos, sales literature, catalogs, paint chip, etc.) that may assist the committee in reviewing your request.

Must be submitted 30 days ahead of scheduled work so that the board can meet to discuss.

Estimated project start date: _____

Estimated completion date: _____

.....

PLEASE DO NOT WRITE BELOW THIS LINE

Approved: _____

Date: _____

Rejected: _____

Date: _____

Reviewed by: _____ (Signature of ACC Member(s))

Comments:

KINGSBRIDGE

POOL GUIDELINES

The KingsBridge pool is for the use of property owners and their guests ONLY! In order to protect and maintain the pool area, please read and discuss the following pool guidelines with every member of your family. Residents must be in good standing and be current on all HOA fees.

KINGSBRIDGE POOL HOURS: 10:00 am – 9:00 pm

Remember to:

- Wear/bring your wristband to the pool. Only 4 guests are allowed per family and must also have a wristband. Residents must be with guest(s) at all times. If the resident leaves the pool, the guest(s) must leave as well. The lifeguard on duty will ask to see wristbands. If wristbands cannot be provided, the lifeguard will ask you to leave and come back with your bands. No exceptions!
- Please be sure to clean up after yourself as well as your guests. Garbage cans are located on the pool deck for your convenience.
- Please keep all pets off the pool deck and outside of the pool area.
- **SWIM AT YOUR OWN RISK** when no lifeguard is on duty!
- Children 13 years of age and older may have the privilege of swimming without a parent ONLY when the lifeguard is on duty from 12:00 – 8:00 pm.
- If an unaccompanied child/minor chooses to consistently disregard any of the pool rules as well as warnings from the lifeguard; parents will be notified. The lifeguard on duty has the discretion to revoke pool privileges for the day of any child/minor who consistently disregards the pool rules. If the behavior continues, the child/minor will not be allowed in the pool area without a parent present.
- Please encourage all babysitters to carefully monitor the children in their care and to exercise extreme caution in the pool area.
- Glass drink containers (glasses, bottles) are not permitted in the pool area. Please transfer glass bottle beverages into plastic containers for consumption on the pool deck.
- Bicycles, scooters and rollerblade skates are not permitted on the pool deck. Please park bicycles in the bike rack outside the pool deck and leave scooters and skates near rack so that they are not blocking the pool entrance or the walkway.
- **NO SMOKING OR VAPING IS ALLOWED ON THE POOL DECK.** Please be courteous of other members near you if you smoke outside the pool deck and dispose of all ashes and cigarette butts in the proper manner being consistent with fire safety. Underage smoking is prohibited. Other forms of tobacco usage, such as dipping and chewing, are also prohibited from usage within the pool deck and pool.

HAVE A SAFE AND HAPPY SUMMER!!!

For questions, concerns or comments, please contact Deon Moore at 864-967-3564.



Kingsbridge Pool Party Form

Name: _____ Date of Party: _____

Address: _____

Phone Number: _____ Email: _____

Number of Guests: _____

I understand that I am fully responsible for my guests and I will be sure my guests understand and agree to abide by the Kingsbridge Pool Guidelines. If the party is for children under 12, then there should be 1 parent for every 5 children.

Please contact Lori Kellett of Upstate Pool Management at 864-688-1143 with your party date and to confirm your lifeguard needs. Any pool party having more than 10 children in attendance during normal pool hours will require an additional lifeguard at \$20/hour for every additional 25 children.

I agree to pay a \$30 clean up fee, no exceptions.

To provide access to the restroom doors for your guests during your event, you may activate the dead bolt on the restroom door to provide entry.

If you plan to rent the clubhouse in conjunction with your pool party, please be sure to notify the lifeguard that the upper gate at clubhouse porch deck will need to be unlocked.

I agree to pay for any damages done to the pool, pool deck or any of the amenities done as a result of this party.

Signature

Date

Please make your check payable to Kingsbridge HOA and mail it to:
Association Management Group,
3104 Grandview Drive, Suite B
Simpsonville, SC 29680

(revised: 10-1-18)

KINGSBRIDGE HOMEOWNER ASSOCIATION

CLUBHOUSE RULES

Please read the following rules governing the use of the clubhouse before signing and returning the contract for your reservation.

1. Clubhouse use is for residents only. It is not intended for use by non-residents or outside organizations.
2. Clubhouse reservations are confirmed **ONLY** by receipt of rental fee, deposit check and signed clubhouse agreement.
3. Fee schedule is based upon number of guests. Post event inspection is included. Post event cleaning fee is \$75.00 and is mandatory.
4. There will be a \$250.00 “refundable” security deposit with all rentals. The \$250.00 deposit will be returned, provided the clubhouse is left in the condition it was found, the clubhouse key fob is returned to the Clubhouse Committee within 48 hours post event and the gate code is not posted at the entrance keypad. Any damage to the clubhouse in excess of \$250.00 will be billed to the responsible homeowner. Please dispose of your garbage in the outside cans; any garbage left in the clubhouse will incur a \$25.00 fee.
5. The resident must sign the clubhouse agreement form prior to using the facility.
6. The resident is responsible for any injury to themselves or their guests while using the facility.
7. All children (under 18) must be supervised at all times by an adult or parent.
8. There is NO smoking or usage of candles in the clubhouse.

Please make checks payable to: Kingsbridge Homeowners Association, Inc.
C/O AMG
3104 Grandview Drive, Suite B
Simpsonville, SC 29690

Key fob pick up: Deon at AMG will contact you 2-3 days prior to event to give you Clubhouse Committee member contact info for key fob pick up.

KB Clubhouse Committee: Kim Botzo / Karen Ecoff

(revised 10-1-18)



CLUBHOUSE RENTAL RESERVATION FORM

Date of Request (<i>today</i>)			
EVENT INFORMATION			
Date of Use			
Type of Event			
Start Time		End Time	
Number of Guests			
HOMEOWNER INFORMATION			
Homeowners Name			
Physical Address			
Home Phone		Cell Phone	
Email Address			
RENTAL FEES: 1-80 Guests (\$100.00) 81-186 Guests (\$200.00)			

**Make the TWO
checks payable to
Kingsbridge HOA**

Check #1	Rental fee (<i>see above</i>)	\$
	Post Event Cleaning	\$ 75.00
	SUBTOTAL	\$
Check #2	Security Deposit	\$ 250.00
TOTAL RENTAL FEE		\$

I UNDERSTAND that if any member of my party utilizes the outside porch deck which results in excessive dirt, spills and stains that require professional power washing will incur \$200 deduction from Security Deposit.

I UNDERSTAND that any gate code for access to neighborhood must be on the invitation, never at the gate keypad. Any posted gate code at keypad will incur \$100 deduction from Security Deposit, no exceptions.

I UNDERSTAND that the Key Fob must be returned to the Clubhouse committee member within 48 hours or \$50.00 fee will be deducted from my Security Deposit.

I UNDERSTAND that by signing below, I agree to all the clubhouse rental terms and procedures. I agree to leave the clubhouse free of all trash and debris after my event. (All trash should be placed in outside garbage cans. Any trash that does not fit in cans must be hauled away by homeowner. Any trash left in clubhouse will incur a \$25 fee.) I understand that if there is damage to the facility, furnishings or structure, repairs will be deducted from my Security Deposit. If damages exceed the \$250.00, the homeowner HOA account will be charged accordingly.

Homeowner's signature _____ Date _____ Revised (10.1.18)

Keep this form for your records

Please make checks payable to:

Kingsbridge HOA, Inc.

Your reservations are confirmed **ONLY** when **BOTH** your **SECURITY DEPOSIT** and your **RENTAL** checks are received with your clubhouse reservation form at the following address:

Association Management Group - AMG
3104 Grandview Drive, Suite B
Simpsonville, SC 29680
(864) 967-3564

KEY FOB Pick up: You will be notified 2-3 days prior to event by Deon at AMG regarding key fob pick up at address of Clubhouse Committee member.

KEY FOB Return: The key fob **must** be returned to Clubhouse Committee member within 48 hours of event. If not returned within 48 hours, a fee of \$50.00 will be deducted from your deposit.

ALARM CODE

25691 - Deactivate

25692 - Activate

Note: If accidentally set off alarm call (800) 824-1057 and give passcode: Queen



Fine Policy for Violations of Governing Documents and Board Approved Rules and Regulations

Adopted 05/11/2022

Introduction:

The governing documents for Kingsbridge Homeowners Association (“HOA”) include its Declaration of Restrictive and Protective Covenants and Easements, By-Laws, and Board Policies, Procedures and Regulations. These guidelines and the Community Wide Standards regulate the every-day aesthetics and general maintenance at Kingsbridge are enforced by the Board or by the Management Company (“Agent”) with the authority of the HOA Board. Violations are enforced through the imposition of sanctions, fines or in some circumstances, the right to exercise self-help to cure the violation. Set forth below are the procedures generally followed before the POA Board imposes a fine or exercises its other enforcement rights.

General Procedure:

The Board, or its Agent, will notify an alleged violator, in advance, of its intention to impose penalties for compliance violations. A Warning/First Notice and the other notices described below satisfy that requirement. The Restrictions allows the Board to bypass the above requirements and elect to use self-help or to bring a legal action to enforce the governing documents. That authority is not limited but the exercise of this power has been rare.

Warning/First Notice:

In most circumstances, a homeowner in violation of the governing documents or Board policies, procedures and regulations will be issued a written notice identifying the violation, referencing the applicable governing document, policy, procedure and provide a time frame in which the violation must be corrected.

Second Notice:

Unless the governing document, policy, procedure, or regulation provides otherwise, the failure to correct the violation within the time specified in the notice or a second violation of the same regulation will result in a second violation notice and a penalty imposed of no more than \$50 per day per violation.

Repeat Violations/Failure to Correct:

A violation following the second notice, a repeated violation of the same policy, rule, or regulation, or the failure to pay each initial fine may result in self-help or legal action to bring about remediation. Repeat offenders may also be referred to the Kingsbridge Board of Directors to determine additional disciplinary actions, including but not limited to additional fines, suspension of an Owner’s right to vote, and/or use a Common Area.

Payment of Fines:

All fines will be due and payable no later than thirty (30) days from the notice date. Failure to pay fines when due will cause such fines to accrue interest monthly at an annual rate of 18% until payment is made in full. Homeowners will be responsible for any unpaid fines and penalties imposed on residents who lease or rent their unit. If a fine is not paid by the payment date following the second violation notice, the Board, in its discretion, may place a lien against the resident's property and resort to any other enforcement and collection action available under the governing documents and South Carolina law. Such actions include but are not limited to, a suspension of an Owner's right to vote, right to use a common Area, right to have an activated gate remote access to enter the Community without stopping first at the gatehouse. In some circumstances, the HOA has the right to enter a property to exercise self-help to cure the violation.

Adopted by the Kingsbridge Board of Directors on May 11, 2022.



2022 POOL GUIDELINES

The Kingsbridge pool is for the use of property owners and their guests ONLY! In order to protect and maintain the pool area, please read and discuss the following pool guidelines with every member of your family. Residents must be in good standing and be current on all HOA fees.

KINGSBRIDGE POOL HOURS: Dusk til Dawn

Remember to:

- A lifeguard is on duty from noon to 8 pm daily starting Memorial Day weekend.
- A 15-minute adult swim will be called every hour at 45 after while the lifeguard is on duty.
- A thorough cleaning is done every morning, including wiping down chairs.
- We have eliminated the 3 pm closure that was taking place for cleaning. Guards will wipe down the bathrooms and other high-touch areas mid-way through the day during adult swim. It is their discretion to call a longer adult swim if needed for cleaning purposes, but they will no longer be asking everyone to leave the pool area to spray down chairs mid-day.
- Children 13 years of age and older may have the privilege of swimming without a parent ONLY when the lifeguard is on duty from 12:00 – 8:00 pm. When no guard is on duty, all children up to age 18 must be accompanied by an adult.
- If an unaccompanied child/minor chooses to consistently disregard any of the pool rules as well as warnings from the lifeguard; parents will be notified. The lifeguard on duty has the discretion to revoke pool privileges for the day of any child/minor who consistently disregards the pool rules. If the behavior continues, the child/minor will not be allowed in the pool area without a parent present.
- Please encourage all babysitters to carefully monitor the children in their care and to exercise extreme caution in the pool area.
- Glass drink containers (glasses, bottles) are not permitted in the pool area. Please transfer glass bottle beverages into plastic containers for consumption on the pool deck.
- Please keep all pets off the pool deck and outside of the pool area.

Thank you for helping everyone have a safe and healthy summer at the pool!

Management Company
Aileron Management
864-999-2355