

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

AMENDMENT TO THE BERRY'S MILL

STANDARD DEVELOPER REGULATIONS

VEHICLES AND PARKING- FINES

Original Standard Developer Guidelines recorded in Deed Book

128-M PG 178-196

DEE-2024-31633



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Office of REGISTER OF DEEDS, SPARTANBURG, S.C.

Ashley B. Williams, Register Of Deeds

THIS AMENDMENT TO THE BERRY'S MILL SCOPE OF AUTHORITY GRANTED /STANDARD DEVELOPERS REGULATIONS (the "AMENDMENT") is made on the Execution Date (thereinafter defined) by the Board of Directors of Berry's Mill Subdivision.

WHEREAS,

THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGE AND LIENS FOR BERRY'S MILL, dated May 4, 2020, and recorded July 13, 2020, in the Office of Register of Deeds for Spartanburg County in Deed Book 128-M PG 123 (as further amended and supplemented the "Declaration"); and

WHEREAS, pursuant to Article II, USES OF PROPERTY AND EASEMENTS, SECTION 6, TRAILERS, TRUCKS BUSES, BOATS, PARKING, ETC.; The Developer or the Association, When Empowered, may at its sole discretion determine what is unsafe and issue regulations to control on and off-street parking;

WHEREAS, STANDARD DEVELOPER REGULATIONS FOR Berry's Mill with fines , are recorded with the Declaration as Exhibit C, and;

WHEREAS, pursuant to its unilateral right to amend under Scope of Authority Granted on page 57 of the Standard Developer Regulations for Berry's Mill has caused this Amendment to be properly executed on the signature date below (the "Execution Date").

WHEREAS, pursuant to Exhibit "C," the Standard Developer Regulations for Berry's Mill beginning on page 67, INOPERATIVE AND UNLICENSED VEHICLES, AUTOMOTIVE REPAIRS , COMMERCIAL AND RECREATIONAL VEHICLES .AND PASSENGER VEHICLES Guidelines may be amended by the Board of Directors with the addition of fines.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENCE, which having met the foregoing requirements, the Board of Directors hereby declare that the Standard Developers Regulations are amended as follows:

**VEHICLES AND PARKING - shall include the following:**

**INOPERATIVE AND UNLICENSED VEHICLES, AUTOMOTIVE REPAIRS**

No Inoperative or unlicensed vehicle(s) may be parked on a lot except in a garage. No auto maintenance or repairs of a commercial nature (Maintenance or repairs other than on your own vehicle or maintenance or repairs on any vehicle, including your own vehicle, which is of a nature other than minor maintenance or repairs. Minor maintenance and repairs shall be oil changes, belt replacement or general cleaning that do not make the vehicle inoperative for more than two (2) hours or that may in no way create excessive noise or draw undue attention to the activity shall be allowed on a lot. No vehicles, of any type, without mufflers shall be allowed on premises.

Any violation of the above section regarding inoperative and unlicensed vehicles, automotive repairs, may result in: **1<sup>st</sup> OFFENSE** COURTESY VIOLATION NOTICE will be sent. **2<sup>nd</sup> OFFENSE** = warning letter will be sent. **3<sup>rd</sup> OFFENSE** = \$50 fine for each occurrence and/or possibility of towing at owner's expense. No warning letter will be sent after Third Offense. Owner will also be charged a \$25 Administrative fee in addition to each \$50 fine to cover the administrative costs charged by the Property Management Company. In the event the HOA engages the services of an Attorney, the Owner will be responsible for all legal fees and or court costs

**COMMERCIAL AND RECREATIONAL VEHICLES:**

No commercial vehicles, motorcycles, mobile homes, tractors, buses, recreational vehicles (other than those specifically mentioned herein), farm equipment, all-terrain vehicles, go-carts, mini bikes, motorcycles (except licensed street bikes as determined by the Developer or the Association,

When Empowered), scooters, golf carts, other towed vehicles, vehicles on blocks, unlicensed vehicles or similar vehicles (collectively vehicles) may be placed or parked on any street within the Community or on any paved or non-paved area of a Lot or adjacent Lot, unless such vehicle is parked inside a totally enclosed Structure or screened area specifically approved for that purpose by the Board of Directors. Boats or boat trailers, "Jet skis", personal watercraft or other watercraft, utility trailers, campers and motorhomes maybe parked behind the rear corners of the Dwelling when enclosed within an approved privacy fence. Service and delivery vehicles may be parked in the Properties during daylight hours for such periods of time as are reasonably necessary to provide service or to make a delivery within the Properties. This provision shall not apply to the Declarant or to any Builder in the process of constructing approved improvements.

The Declarant and/or the Association may designate certain parking areas within the Properties for recreational vehicles subject to reasonable rules and fees, if any.

Fines for non-compliance of Commercial and Recreational Vehicles are as follows:

Any violation of the above section regarding Commercial and Recreational Vehicles are as follows: **1<sup>st</sup> OFFENSE COURTESY VIOLATION** NOTICE will be sent. **2<sup>nd</sup> OFFENSE** = warning letter will be sent. **3<sup>rd</sup> OFFENSE** = \$50 fine for each occurrence and/or possibility of towing at owner's expense. No warning letter will be sent after Third Offence. Owner will also be charged a \$25 Administrative fee in addition to each \$50 fine to cover the administrative costs charged by the Property Management Company. In the event the HOA engages the services of an Attorney, the Owner will be responsible for all legal fees and or court costs.

#### **PASSENGER VEHICLES**

Subject to the conditions set out in the Regulations, no passenger vehicle may be parked on any portion of a Lot, specifically landscaped areas, walkways or sidewalks, other than paved areas designed for that purpose. All passenger vehicles shall be parked in garages or on driveways. Parking on the street of any passenger vehicle is strictly prohibited when there is available space in the driveway or garage (use of the garage as a general storage area does not eliminate it from being an "available" parking location).

Where all available driveway and garage spaces are utilized by other vehicles, parking on the street of a passenger vehicle owned or leased by a resident of the Dwelling shall not be allowed. Parking on the street of a passenger vehicle of the temporary guest of a lot owner shall only be allowed if it is temporary in nature (less than six (6) hours in a twenty four (24) hour period and no more than twice in a seven (7) day period) and in a manner or location that is neither a nuisance to any other lot owners, unsafe or hazardous to traffic, or to persons within the Community.

An example of parking that would constitute a nuisance to other lot owners would include, but not be limited to, blocking or impeding the use of a driveway by another homeowner. Examples of parking in a manner that is unsafe or hazardous shall include, but not be limited to, parking in a manner or location that: interferes with appropriate site-distance for the roadway, is on a hill where visibility is limited, is on a curve where visibility is limited, is near an entrance or intersection or is near a common area where children might be playing or where other persons might collect on a frequent basis. No curbside parking areas may be created by expanding any portion of the street pavement without the approval of the Architectural Control Authority.

In all cases the Board of Directors of the Association shall, at its sole discretion, determine what constitutes the proper number and type or condition of vehicles that are appropriate for a lot, a commercial or passenger vehicle, commercial maintenance and repairs, a nuisance to other lot owners, improper parking and unsafe or hazardous parking. The Association may tow or otherwise remove any vehicle or passenger vehicle parked in violation of this Regulation after notice to the Lot Owner of the violation, immediately in cases of a hazard or an emergency or upon the continued violation by that Lot Owner or the Lot Owner's guest, after the initial notice is provided to that Lot Owner.

Any violation of the above section regarding passenger vehicles and street or yard parking may result in: **1<sup>st</sup> OFFENSE COURTESY VIOLATION** NOTICE will be sent. **2<sup>nd</sup> OFFENSE** = warning letter will be sent. **3<sup>rd</sup> OFFENSE** = \$50 fine for each occurrence and/or possibility of towing at owner's expense. No warning letter will be sent after Third Offence. Owner will also be charged a \$25 Administrative fee in addition to each \$50 fine to cover the administrative costs charged by the Property Management Company. In the event the HOA engages the services of an Attorney, the Owner will be responsible for all legal fees and or court costs.

In any term or condition of this Amendment conflicts with the terms or conditions of the Covenants, the terms and conditions of this Amendment shall control. Otherwise, the terms and conditions of the Covenants shall remain in full force and effect. Therefore, the above are annexed into the Covenants and become apart thereof.

IN WITNESS WHEREOF, THE BELOW-SIGNED Officer pursuant to its unilateral right to amend under Article XII of Declaration has cause this Amendment to be properly executed on the signature date below (the "Execution Date").

SIGNED SEALED AND DELIVERED in the presence of:

Kari Johnson  
(Witness #1)

Chris Russell  
(Witness #2)

Berry's Mill Homeowners Association, INC.

By: Patricia Jamison  
Its: President

STATE OF SOUTH CAROLINA  
COUNTY OF SPARTANBURG

ACKNOWLEDGEMENT

I, Barbara Light, Notary Public for the State of South Carolina, do hereby certify that, Patricia Jamison an Association Office serving in the capacity of President of the above referenced Berry's Mill Homeowners Association, Inc. personally appeared before me this day and acknowledged the authority to execute the foregoing instrument on behalf of that corporation and acknowledged the due execution of the foregoing instrument.

Sworn and subscribed before me this  
8 day of August, 2024

Barbara Light (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 12-10-2025

