

BYLAWS OF THE  
GREENBRIAR FARMS HOMEOWNERS' ASSOCIATION  
DATE OF INCORPORATION: OCTOBER 9, 2003  
DATE OF REVISION: MAY 13, 2004  
Amended May 18, 2006  
Amended May 20, 2010  
**Amended May 26, 2016**  
**Amended November 18, 2021**

**ARTICLE I PURPOSE**

The purpose of this non-profit Association is to own, maintain, manage, and preserve the Common Areas and Amenities thereon, and to exercise architectural control over the Lots owned by the Members of the Association for the mutual benefit, health, safety and welfare of the Members of the Association.

**ARTICLE II DEFINITIONS**

Unless the context shall prohibit or otherwise require, each of the following words or terms, whenever used herein with an initial capital letter, shall have the following meaning:

1. "Amenities" means any facility or structure of any kind constructed, erected, or installed on or within the Common Area for the use, benefit and enjoyment of the Members.
2. "Assessment" means a levy imposed, from time to time, against the Owner and his Lot by the Association in the manner hereinafter provided.
3. "Association" means the Greenbriar Farms Property Owners Association, Inc., a South Carolina non-profit corporation, and its successors.
4. "Board" means the Association's Board of Directors, the governing body of the Association.
5. "Common Area" means all of the real property, easements and Amenities thereto and thereon, owned by the Association for the common use or enjoyment by the Owners, including all areas designated on a recorded plat as open space, and such other and further portions of or interests in properties as the Developer shall, from time to time, designate as Common

Areas or open spaces on a recorded plat, or otherwise convey to the Association.

6. "Common Expense" means all sums lawfully assessed by the Association, including expenses for the administration of the Association; the maintenance, repair or replacement of the Common Area (including the Amenities and landscaping); the payment of utilities associated with the Common Area; premiums for insurance (hazard, liability, and other); ad valorem taxes and other governmental assessments; and expenses declared as Common Expenses by these by-laws or otherwise agreed upon by the Members.

7. "Declaration" shall mean that a certain instrument entitled "Declaration of Restrictive Covenants", or the like, for a subdivision that is recorded in the Office of the Clerk of Court for York County, including all amendments thereto and/or applications of said restrictive covenants to additional property.

8. "Lot" means any numbered plot of land as shown upon a recorded subdivision plat which is zoned and intended for residential use. Lot specifically excludes any Common Area.

9. "Lot in Use" means any Lot on which a residence has been constructed and for which a certificate of occupancy has been issued by the appropriate governmental authority. A Lot shall be a Lot in Use as of the first day of the month following the day on which the certificate of occupancy has been issued.

10. "Member" means each Owner of a Lot, including Developer so long as it owns any Lot. No Owner shall have more than one membership per lot.

11. Owner means the record owner, whether one or more person or other legal entity (such as partnership, corporation, trustee, or the like), of the fee simple, or undivided fee simple, interest in a Lot. Owner excludes any person or other legal entity having merely a security interest in a Lot.

### **ARTICLE III MEMBERSHIP**

Every Owner of a Lot subject to a Declaration which requires said lot owner to be member of this Association is a member. Provided, however, that in the case of multiple ownership of any

Lot, there shall be a maximum of one (1) Member. In the event of multiple ownership of any kind, including by partnership or corporation, the name of the first person or entity listed as owner on the deed will be designated as Member unless a different name is submitted to the secretary of the Association within thirty (30) days of acquiring ownership of a Lot. Only one member per household may serve on any committee or board with voting power. This includes the board of directors, architectural, or any future committee that may be formed.

#### **ARTICLE IV VOTING RIGHTS**

Members shall be all Owners and shall be entitled to one vote for each Lot owned. The vote of the Owners of a Lot owned by more than one person or other entity shall be cast by the designated Member referred to in Article III. Cumulative voting shall not be permitted.

#### **ARTICLE V MEETING OF MEMBERS**

Section 1. Annual Meeting of Members. The first annual meeting of the Members shall be held within two (2) months after incorporation of the Association, and each subsequent annual meeting of the Members shall be held in the month of March, April or May of each year, at a date and time determined by the Board of Directors, for the purpose of transacting any business authorized to be transacted by the Members.

Section 2. Special Meetings of Members. Special meetings of the Members may be called at any time by the President, by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of the votes of the membership.

Section 3. Notice of Meetings. 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 and emailing a copy of such notice, not less than ten (10) days nor more than sixty (60) days, unless otherwise stated in the Declaration or Articles, before such meeting to each Member entitled to vote, 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. Proof of such delivery shall be given by the affidavit of the person giving the notice. Notice of the meeting may be waived, before or after the meeting, by vote of all Members of the Association.

Section 4. Quorum. The presence of Members comprising at least one-fourth (1/4) of the votes of the Members entitled to cast, or of proxies entitled to cast, votes shall constitute a quorum for any action by Members except as otherwise provided in the Declaration or herein. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented. The joiner of a Member in the action shall constitute the presence of such Member for the purpose of determining a quorum. If members join during or after....

Section 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 of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

Section 6. Order. It is suggested that Robert's Rules of Order be followed for all meetings of the Association. The order of business at the Members' meetings, annual or otherwise, shall be:

- a. Calling of the roll and certifying of proxies.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading and disposal of any unapproved minutes.
- d. Unfinished business.
- e. New business.
- f. Member comment period.
- g. Voting on board members and other items brought forward by the Board.
- h. Adjournment.

## **ARTICLE VI BOARD OF DIRECTORS**

Section 1. Number; Non-Members. The Board shall consist of five (5) directors. Directors must be Members of the Association. The number of directors may be changed by amendment of these By-laws.

Section 2. Term of Office. As the HOA is established, at each annual meeting the Members shall elect one (1) or two (2) directors, as the case may be, for a term of three (3) years.

Section 3. Nomination. Nominations for election to the Board shall be made by a nominations, may also be made from the floor at the annual meeting.

Section 4. 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, each of whom shall be appointed by the Board and shall serve from the time of appointment until his successor is duly elected and qualified. The Nominating Committee shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall determine, but not less than the number of vacancies that are to be filled.

Section 5. Election. Election to the Board shall be by written ballot. At such election each Member, or his proxy, may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of Article IV. The person (s) receiving the largest number of votes shall be elected in sequence. Cumulative voting and factional voting shall not be permitted.

Section 6. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members. In the event of the death, resignation, or removal of a director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term.

Section 7. Compensation. No director shall receive compensation for any service rendered as director to the Association; however, any director shall be reimbursed for his actual expenses incurred in the performance or his duties. Effective October 1, 2021, the secretary and treasurer shall be exempt from paying one-half the annual assessments billed while in office.

## **ARTICLE VII MEETINGS OF DIRECTORS**

Section 1. Annual Meeting. The annual meeting of the Board shall be held within 2 weeks after the annual meeting of Members.

Section 2. Regular Meetings of HOA Directors. The board of directors should meet monthly in order to maintain a currency of needs of the community and to take timely actions. Date, time, and location may be decided month by month. Such meetings are open to any members for presentation of new business if they wish to attend. Members may not be present for discussion and voting by the Board.

Section 3. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two (2) directors, after not less than three (3) days prior notice to each director.

Section 4. Quorum. A majority of the number of directors shall constitute a quorum, 3 of 5. Every act done or decision made by a majority of the directors present, at a duly held meeting at which a quorum is present, shall be regarded as an act of the Board.

Section 5. Action Taken Without 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 or electronic 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 1. Powers. The Board shall have power to:

- a) Adopt, amend and publish rules and regulations governing the use of the Common Area, Amenities, and improvements thereon.
- b) Exercise all powers, duties and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration.
- c) 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 meetings of the Board.

- d) Foreclose the lien against any Lot for which the Assessments are not paid within thirty (30) days after their due date and bring an action at law against the owner personally obligated to pay said Assessment.
- e) Exercise such other powers as are conferred upon the Association by the Articles of Incorporation, the Declaration, or these Bylaws.

Section 2. Duties. It shall be the duty of the Board to:

- a) Keep a complete record of all its acts and affairs and to present a statement thereof at the annual Members' meeting, or at any special meeting if such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote.
- b) Supervise all officers, agents and employees of the Association, and see that their duties are properly performed.
- c) Fix the amount of the annual Assessment against each Lot in advance of each annual Assessment period;
- d) Send written notice of such annual Assessment to every owner subject thereto at least thirty (30) days in advance of each annual Assessment period;
- e) Prepare and maintain a roll or index of the Lots and Assessments applicable to each Lot in a set of accounting books, noting the name and address of each Lot and its owner, the amount of each Assessment as it comes due, the amounts paid upon the account, and the balance of any Assessment. The roll or index shall be open to inspection to Members of the Association.
- f) Open and maintain one or more depository accounts in such bank or banks as the Board may decide from time to time in which the monies of the Association shall be deposited. Withdrawal or payment of monies over

\$1000 must be co-signed by a minimum of two current officers.

- g) Foreclose the lien against any Lot for which the Assessments are not paid within thirty (30) days after their due date and bring an action at law against the Owner personally obligated to pay said Assessments.
- h) Upon demand furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a Lot have been paid. A properly executed certificate of the Association, as to the status of Assessments on a Lot, shall be binding upon the Association as of the date of its issuance, as provided in the Declaration.
- i) Adopt an annual budget which shall contain estimates of the cost of operating the Association as well as anticipated revenues from the Assessments and other fees. The annual treasurer's report may serve as the annual budget.
- j) Procure and maintain such casualty, hazard and liability insurance, as provided in Article XII.
- k) Clean-up, maintain and repair the entrance ways, Common Area, Amenities and landscaping thereon.
- l) Pay any taxes, assessments, license fees or governmental charges, levied or imposed against any property, real or personally, owned by the Association.
- m) Enforce all restrictions, covenants, easements, and other matters affecting the Lots and Members.
- n) Perform all other duties imposed by the Articles, the Declaration and these Bylaws.

Section 3. Annual Statement. Pursuant to, and in partial fulfillment of the requirement set forth in Section 2 (a) above,



within ninety (90) days of the close of the Association's fiscal year, October 1-September 30, the Board shall prepare and execute under oath a general itemized statement showing the actual assets and liabilities of the Association at the close of the fiscal year, a statement of revenues, costs, and expenses, and a statement listing the name of any creditor owing the Association \$ 75.00 or more. The Association shall furnish to any Member a copy of these statements within thirty (30) days of receipt of a written request.

#### **ARTICLE IX OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Officers. The officers of the Association shall be a president and vice president, both of whom shall be Members of the Board of Directors, a secretary and a treasurer, and such other officers as the Board may elect from time to time.

Section 2. Election. The officers of the Association shall be elected by the Board at its first monthly meeting after election.

Section 3. Term. Each officer of the Association shall hold office for three (3) years unless he shall sooner resign, or shall be removed, or otherwise shall be disqualified to serve.

Section 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 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 written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office shall be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaced.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. However, based on actual needs, it is advisable that there be one secretary and one treasurer for the association. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

- a) The President shall preside at all meetings of the Board of Directors, see that order and resolutions of the Board are carried out, sign all leases, mortgages, deeds of trust, deeds and other written instruments, and exercise and discharge such other duties as may be required of him by the Board.
- 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.
- c) The Secretary shall record the votes and keep the minutes at all meetings and proceedings of the Board and of the Members, serve notice of meetings of the Board and of the Members, keep current records showing the Members and their addresses, and perform such other duties as required by the Board.
- d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, invoice annually for individual property assessments, and shall disburse such funds as directed by resolution of the Board of Directors, co-sign all checks and promissory notes of the Association, keep proper books of account, and where directed by the Board, cause an annual audit

of the Association's books to be made by a certified independent public accountant at the completion of each fiscal year, and prepare an annual budget and a statement of income and expenditures.

#### **ARTICLE X PROPERTY RIGHTS**

Every Member shall have a right and easement of use and enjoyment in and to the Common Area and Amenities thereon, which shall be appurtenant to and shall not be separated from title to the Owner's Lot, subject to the following provisions:

- a) The right of the Association to require the use of, and to charge reasonable admission and other fees for the use of, Common Area and Amenities.
- b) The right of the Association to suspend the voting rights, and the right to use any Common Area and Amenities, by an Owner for any period during which any Assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; provided that no owner will be denied access to his Lot and the right to park his vehicles in the Common Area designated for parking.
- c) The right of the Association, with the written assent of two-thirds (2/3) of the Members, to borrow money for the purpose of improving the Common Area; provided, any mortgage permitted by law shall be subject to the rights and easements of the Members and the Association in the Common Area.
- d) The right of the Association, to dedicate, transfer or exchange all or any part of the Common Area to any public agency, authority, public service district, utility, or private person or other entity for such purposes and subject to such conditions as may be agreed by the Members provided no such gift or sale shall be effective unless authorized by the affirmative vote of three fourths (3/4) of the votes

cast at a duly called meeting of the Association.

- e) The right of the Association to formulate, publish, impose and enforce rules and regulations for the use and enjoyment of the Common Area and Amenities, which rules and regulations may further restrict the use of the Common Area.
- f) The right of the Association to borrow money for the purpose of improving and/or maintaining the Common Area and Amenities.
- g) The right and easement of enjoyment to the Common Areas and Amenities shall be limited to the Member, and their family permanently residing with the Member.
- h) The right and easement of enjoyment to the Common Area and Amenities is limited by and subject to all existing rights-of- ways and easements to public utilities and the like.

#### **ARTICLE XI ASSESSMENTS**

Section 1. Creation of Lien; Personal Obligation. Each Member shall pay to the Association:

- a) Annual Assessments; and
- b) Special Assessments levied pursuant to this Article.

The annual and special Assessments, together with interest, fines, reasonable attorney fees, and other costs of collection incurred by the Association shall be a charge and continuing lien upon the Lot against which each such Assessment is made and shall be the personal obligation of the owner of said Lot at the time the Assessment first came due and payable. The personal obligation shall not pass to owner's successor in title unless expressly assumed by such successor.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the payment of Common Expenses and, if necessary, for the establishment of reserves for future needs.

Section 3. Reserve Fund. The Association may establish and maintain an adequate reserve fund for the Common Expenses if it feels the need. The fund shall be maintained out of annual Assessments.

Section 4. Amount of Assessment.

- a) Initial Assessment. The annual Assessment was established at the initial regular meeting of the Board in 2004 as \$275 per developed lot and \$27.50 for each undeveloped lot.
- b) Increase by Board. Since the initial regular meeting of the Board of Directors, the annual Assessment was decreased to \$250 per developed lot and \$25 per undeveloped lot. The annual assessment for any year may be increased by the Board, without a vote of the Members, by a percentage not in excess of five percent (5%) of the previous year's annual Assessment.
- c) Increase by Members. From and after December 31, 2004, the annual assessment may be increased by a percentage greater than five percent (5%) by the affirmative vote of at least two-thirds (2/3) of the Members who are voting, in persona or by proxy, at a duly called special meeting as provided in the Bylaws.
- d) Criteria for Establishing Annual Assessments. In establishing the annual Assessment for any year, the Board shall set the annual Assessment high enough to cover all current Common Expenses, any accrued debts, and reserves for future needs.

Section 5. Special Assessments. In addition to the annual Assessment, the Association may levy, subject to Section 6 below, a special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the costs of any construction, maintenance, reconstruction, repair or replacement of any improvement or vegetation upon the Common Area, including the necessary fixtures and personal property related thereto; provided, however, any such Assessment shall have the assent of at least two-thirds (2/3) of the Members who are voting, in person or by proxy, at a duly called special meeting as provide in the Bylaws.

Section 6. Uniform Rate of Assessment; Exception. Both annual and special Assessment shall be fixed at a uniform rate for all

Lots. If the Owner owns an adjacent undeveloped lot, the owner will pay fifty percent (50%) of the assessment for the 2<sup>nd</sup> lot.

Section 7. Commencement of Annual Assessment; Due Date. Unless otherwise provided by the Board or herein, each annual Assessment shall be paid in one annual payment. The first annual Assessment shall be adjusted according to the number of months remaining in that fiscal year. Assessments for Lots which are not Lots in Use shall be paid annually by October 31.

Section 8. Certificate of Payment. The Association, upon a request from a Member, shall furnish a written certificate, signed by an officer of the Association, setting forth whether the Assessment on a specified Lot has been paid. A properly executed certificate shall be binding upon the Association as of the date of its issuance. A reasonable charge may be made by the Association, if more than one certificate per lot is issued in a calendar year.

Section 9. Effect of Nonpayment of Assessments. Any Assessment or other charge not paid when due shall be delinquent.

If the Assessment is not paid within thirty (30) days after the due date:

- a) the Assessment will be determined according to the Greenbriar Farms Delinquent Assessment Policy;

Greenbriar Farms Delinquent Assessment Policy Effective 8/23/05:

1. 15 days after the due date a reminder letter, including the above section of the by-laws, will be sent to the property owner with a copy of the current bill.
2. 30 days after the due date a new bill will be issued which will include 10% interest per annum on the unpaid amount and a \$25 late fee and any costs in excess of regular postage. This amount will be due within 30 days.

3. The new bill will also include a statement as to what the amount due will be if paid after 30 but before 60 days and if paid after 60 but before 90 days. No additional bills will be sent.

4. Each subsequent month, the new amount will reflect interest on the entire unpaid balance, a \$25 late fee and any costs in excess of regular postage.

5. If the amount due is not paid within the 90-day period, the matter will be referred to an attorney to place a lien on the property.

b) the Assessment together with the interest due and the Association's costs of collection (including reasonable attorney fees) shall become a charge and continuing lien on the Lot and all improvements thereon;

c) The Association may bring an action at law against Owner to collect such delinquent Assessment, late charges, interest, fines, reasonable attorney's fees, and other costs of collection, or foreclose its lien against the Lot for such Assessment and additional charges.

No owner may waive or otherwise escape liability for the Assessments and other charges provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any mortgages now or hereafter placed upon a Lot. The sale or transfer of any Lot shall not affect the Assessment lien on said Lot; however, the sale or transfer of any Lot pursuant to a mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such Assessment as to those payments becoming due prior to such sale or transfer. No sale or transfer shall relieve any Lot from liability for any Assessment or charge becoming due after said sale or transfer.

Section 11. Fines Designated as Assessments. The Board may impose fines against any Lot for violation of the Declaration, Bylaws, or regulations promulgated pursuant thereto, and such fines shall be treated as an Assessment due to the Association, and shall

be the personal obligation of the Lot Owner and a lien against the Owner's Lot. Fines shall be paid within thirty (30) days after notice of the assessment of the fines. These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending owner shall be deducted from or off set against any damages that the Association may otherwise be entitled to recover from such Owner. The fines that the Board may impose shall be as follows:

- a) First violation: not more than Fifty Dollars (\$50.00).
- b) Second and subsequent non-compliance or violation: not more than One Hundred Dollars (\$100.00) for each non-compliance or violation.
- c) Violations of a continuing nature: not more than One Hundred Dollars (\$100.00) for each week of continued violation.

Section 12. Quorum. The presence at the meeting of Members entitled to cast, or proxies entitled to cast, one-third (1/3) of the votes of the Members shall constitute a quorum for the purposes of the actions to be taken pursuant to Sections 4(c) and 5 of this Article.

## **ARTICLE XII INSURANCE**

Section 1. Association Coverage. The Board will procure and maintain such liability and property damage insurance insuring each Board member, the officers and the Association against any liability to the public and the owners (including their invitees, agents and employees) arising out of or incident to the ownership or use of the Common Areas and Amenities, or such other areas for which the Association is responsible. The Board shall also obtain such other insurance coverage as it determines, from time to time, to be desirable and reasonable. The premiums shall be a Common Expense.

Section 2. Common Area Policies. All insurance policies upon the Common Area shall be for the benefit of the Association, the Owners and their mortgagees, as their interest may appear.

Section 3. Fidelity Bond. All persons responsible for or authorized to expend funds or otherwise deal in the assets of the



Association shall first be bonded by a fidelity insurer to indemnify the Association for any loss or default in the performance of duties. The cost of such coverage and bonds shall be a Common Expense.

Section 4. Proceeds. The proceeds of all contracts of insurance purchased by the Association shall be payable to the Board as insurance trustee under this Declaration.

### **ARTICLE XIII TERMINATION OF ASSOCIATION**

Section 1. Dissolution. The Association may be dissolved with the assent given in writing and signed by not less than two-thirds of the members.

Section 2. Transfer of Assets. If the Association is dissolved, all Common Area, Amenities, and other properties owned by the Association at such time shall be transferred to a Trustee appointed by the appropriate court of York County, South Carolina, which Trustee shall own and operate said land for the use and benefit of owners within the Property as follows:

- a) Each Lot shall be subject to an annual Assessment which shall be paid by the Owner of each Lot or to the Trustee. The amount of such annual Assessment and its due date shall be determined solely by the Trustee, but the amount of such annual Assessment shall not exceed the amount actually assessed against the Lot in the last year Assessments were levied by the Association, subject to the adjustments set forth in paragraph
- b) The amount of the annual Assessment which may be charged by the Trustee hereunder on any particular lot or parcel shall be automatically increased each year by five (5%) percent.
- c) Any past due annual Assessment together with interest thereon at a rate of ten (10%) percent per annum from the due date and all costs of collection including reasonable attorney's fees shall be a personal obligation of the Lot Owner at the time the annual Assessment become past due, and shall constitute and become a charge and continuing lien on the Lot and all improvements thereon, against which the Assessment has been made, in the hands of the then owner, his successors and assigns.

- d) The Trustee shall be required to use the funds collected as annual Assessments for the operation, maintenance, repair and upkeep of the Common Area and Amenities. The Trustee may charge, as part of the costs of such functions, the reasonable value of its services in carrying out the duties herein provided for. The Trustee is not obligated to provide for operation, maintenance, repair and upkeep of the Common Area and Amenities, if the funds provided by the annual Assessment have been exhausted.
- e) The Trustee shall have the power to dispose of the Common Area and Amenities free and clear of the limitations imposed hereby; upon the written approval of fifty-one (51%) percent of the Lot owners, or upon a finding by the appropriate court of York County, South Carolina that such disposal is in the best interest of the Lot owners. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Area or Amenities, then for the payment of any obligations incurred by the Trustee in the operation, maintenance, repair and upkeep of such properties, then distributed equally among the Lot owners.

#### **ARTICLE XIV AMENDMENTS**

These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of the members present, in person or by proxy.

#### **ARTICLE XV MISCELLANEOUS PROVISIONS**

##### Section 1. Committees.

- a) Architectural Control Committee. The Association shall appoint an Architectural Control Committee as provided in the Restrictive Covenants.

b) Nominating Committee. The Board shall appoint a Nominating Committee as provided in Article V above.

c) Other Committees. The Board shall appoint other committees as deemed appropriate.

Section 2. Fiscal Year. The fiscal year of the Association shall begin October 1 of each year and end on September 30 of the following year, except that the initial fiscal year shall begin on the date of the Association's incorporation.

IN WITNESS WHEREOF, the Officers of the Greenbriar Farms Homeowners' Association has hereunto set their Hand and Seal this        day of August, 2022.

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President

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Vice-President

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Treasure

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Secretary

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At-Large