

Jordan Springs Two HOA

Chronology of Known Events of 2020

(Supporting Documents Follow Chronology)

August 19, 2020

JS2 HOA entered into a new management agreement with Hinson Management Company. The three-year agreement called for an increase in the management fee from \$120 per month to \$210 per month for the first year, then an increase to \$280 per month for the second year, and finally increasing to \$350 per month for the third year. Additionally, it included a list of charges and fees for specific services.

September 8, 2020

JS2 HOA mailed a *Notice of Dues Increase* to homeowners, informing them that the annual homeowner dues would increase from \$140 to \$170 for the year 2021 with the possibility of incremental increases over the next two years due to the increase in the management company fees.

September 11, 2020

The HOA prepared a *Notice of Election to Replace Member's Expiring Three-Year Term*. The form was mailed to homeowners on September 14, 2020, requesting a response by October 31, 2020, from anyone who would be interested in running for the open position (No responses were received.)

November 16, 2020

The HOA mailed invoices to all homeowners for the 2021 Assessment fee of \$170.

November 20, 2020

Upon receiving the HOA invoice for \$170, homeowner Delores Baxter contacted Hinson Management Company, and she was referred to Matthew Ray, Treasurer of the HOA. After speaking with Matthew Ray, Delores Baxter obtained and read a copy of the *Jordan Springs Two HOA Bylaws*. Following Bylaw procedures, she prepared a proposal to the HOA and took it to Matthew Ray on November 20, 2020. The proposal called for the 2021 assessment to remain at \$140; for 2020 obligations to be paid from current funds; for Hinson Management to be given a 90-day notice; and for the Secretary/Treasurer to assume the responsibilities that the management company had been performing. The following homeowners were named as submitters of the proposal: Delores Baxter, 308 Dustin Reid; Jerry & Delores Falkner, 309 Dustin Reid; and Tony & Patti Seiber, 317 Dustin Reid. Each indicated a willingness to be nominated for service on the Board for the coming year if needed.

Later that day, as Delores Baxter was giving Delores Falkner a copy of the Proposal which had been given to Matthew Ray, homeowners Steve & Brenda Novak approached them in the Falkner driveway. The Novaks had also approached Matthew Ray about the increase in annual dues, and he had referred them to Delores Baxter. After viewing and discussing the proposal which Delores Baxter had submitted to Matthew Ray earlier that day, the Novaks asked for a copy of it, and Delores Falkner gave them the copy she had just received.

November 21, 2020

Steve & Brenda Novak created an amended form of the original proposal by adding their names to the original list of submitters and by indicating that they would also be willing to serve on the Board. They then actively took part in collecting signatures on the petition to proceed with the proposal. Twenty-nine

of the thirty-eight homeowners (76%) signed the petition to proceed with implementation of the proposal.

November 28, 2020

Matthew Ray, whose term was scheduled to expire on December 31, 2020, resigned from the HOA Board and named Delores Baxter as Secretary/Treasurer to serve out his remaining term.

November 30, 2020

Matthew Ray transferred all HOA records in his possession to Delores Baxter.

December 1, 2020

A man identifying himself as Steve Spanitz, President of the HOA*, telephoned Delores Baxter, saying that he was resigning as President and asked that she approve of having his neighbor Steve Novak serve out his (Steve Spanitz') remaining term. Delores replied that she had no objection, and Steve Novak thus became President of the HOA on December 1, 2020, to serve until December 31, 2021.

**(Seven months later in July of 2021, Delores Baxter learned that Steve Spanitz had never called her at all at any time, and that he had actually resigned as President prior to Matthew Ray's resignation as Treasurer. Upon this realization, Delores requested her Call Detail Records from Spectrum and eventually learned upon receiving them that the above mentioned call on December 1, 2020, had originated from Brenda Novak's cell phone number—not from Steve Spanitz.)*

December 1, 2020

As Secretary/Treasurer, Delores Baxter prepared an official *Written Ballot*, enumerating the four items from the original proposal, to be delivered to each HOA member and to be returned for tabulation and evaluation no later than December 5, 2020.

Friday, December 4, 2020

On December 2nd and 3rd, 34 of the 38 ballots were hand delivered-- 4 owners could not be located. Most homeowners voted immediately upon receiving the ballot, and by December 4th, 29 completed ballots had been returned (76% of all eligible voters; 85% of deliverable ballots). Each of those 29 homeowners voted in favor of each of the proposals. In accordance with Section 6.2 of the Bylaws, a *Notice of Termination* to Hinson Management Company was prepared by the HOA Secretary/Treasurer, Delores Baxter, and was hand delivered to Randy McGuinn, Executive Community Association Manager at Hinson Management Company by the HOA President, Stephen Novak.

Saturday, December 5, 2020

Two additional ballots were received bringing the total received to 31 of the 34 delivered (91% participation). The final vote for each proposal was as follows:

Proposal 1. Annual Assessment remains at \$140.00. 31 For, 0 Against

Proposal 2. 2020 HOA financial obligations to be paid from current available funds. 31 For, 0 Against

Proposal 3. 2021 HOA Secretary/Treasurer to assume management responsibilities as stated in Section 7.6c of the HOA BYLAWS. 30 For, 1 Against

Proposal 4. Current Management Company contract to be terminated as set forth in Section 6.2 of the HOA BYLAWS. 31 For, 0 Against

All Proposals passed.

December 5-14, 2020

The JS2HOA board members exchanged a number of phone calls, emails and correspondence with Hinson Management Company in an attempt to finalize a termination agreement. (Copies included in permanent record file.)

Monday, December 14, 2020

Representing the JS2HOA Board, President Stephen Novak met with Randy McGuinn, Executive Association Manager of Hinson Management Inc., and signed an agreement to terminate the management relationship between Jordan Springs Two HOA and the Hinson Management Company. Hinson had requested a \$5055 buyout to terminate the three-year contract, which called for a 50% buyout for the remainder of the period of the contract if the HOA should terminate prematurely. Hinson Management ultimately settled for a buyout of \$1995. Although the Board considered the August 19, 2020 contract invalid because it violated three requirements of the HOA Bylaws, the Board voted to buyout the contract for the lesser fee to avoid the time and expense of litigation. To continue operating under the contract for the full 3 years would have cost an additional \$10,110 in payments to Hinson Management over the next 2 years and 9 months. As a result of the buyout, the HOA was able to maintain its assessment fee for the upcoming 2021 year at \$140 rather than having to increase it to \$170. All duties previously contracted to Hinson Management Company reverted as of December 14, 2020 to the Secretary/Treasurer of the HOA as provided in Bylaw Section 7.6c.

December 15, 2020

Hinson Management Company mailed a letter to all Jordan Springs Two homeowners to inform them that Hinson would no longer be managing the HOA.

December 16, 2020

HOA President Steve Novak and Sec/Treasurer Delores Baxter met with Hinson Management Company representatives to receive all JS2HOA documents, records, and retained earnings balance and to finalize the termination of the management contract between Hinson Management and the JS2HOA. The President and Secretary/Treasurer then met at the Bank of America where they opened a Jordan Springs Two HOA checking account and deposited the HOA Retained Earnings Balance of \$6,386.87.

December 18, 2020

Corrected Invoices were mailed to homeowners reflecting the change in the 2021 annual dues from the \$170 previously billed to the \$140 voted in by Written Ballot.

Jordan Springs Two Homeowners Association Management Agreement

Section I Preamble

1. This contract dated August 19, 2020 to be executed in duplicate by and between, the Jordan Springs Two Homeowners' Association, Inc., a South Carolina Nonprofit corporation, hereinafter referred to as "Association" and Hinson Management, Inc., an independent contractor, hereinafter referred to as "Manager," provides as follows:
2. WHEREAS, Association is responsible for maintaining and administering the common areas and common facilities as set forth and described in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter referred to as "Covenants," pertaining to the Jordan Springs Two Homeowners Association, Inc., in Spartanburg County, South Carolina, and;
3. WHEREAS, The Association is a corporation whose members, hereinafter called "Owners," are owners of individual lots or units comprising a planned residential development of approximately 38 lots and whose owners are bound by the Articles of Incorporation, Covenants and Bylaws of the Association, and;
4. WHEREAS, the parties hereto desire that Manager, at the direction of the Board, shall manage the Association's assets upon the terms and conditions of the Articles of Incorporation, the Covenants and Restrictions and the Bylaws of the Association as hereinafter authorized to execute this agreement.

NOW THEREFORE, it is agreed as follows:

Section II General Terms

1. For valuable consideration and in consideration of the services to be performed by Manager, Jordan Springs Two Homeowners Association, Inc., hires and appoints Manager as its special agent to manage the affairs of the Association as described herein. Manager shall be subject to authority of the Board of Directors of the Association hereinafter called "Board," and shall exercise only such discretion as specifically directed by said Board, except as otherwise set forth herein.
2. This Management Agreement will be in effect beginning October 1, 2020 and ending September 30, 2023 and will automatically renew for successive one year terms with an annual renewal date of September 30th of each year, unless Association gives Manager written notice at least sixty (60) days prior to the renewal date. The Manager may terminate this agreement at any time by giving the Association at least thirty (30) days written notice. *
3. Manager shall perform the management services outlined below plus any additional services that may be set forth by way of future agreements between the Association and the Manager. For additional services over and above those set forth in this contract, the Association shall compensate the Manager at a figure agreed upon by both the Board and the Manager for each additional service rendered pursuant to Exhibit A of this Management Agreement.

* Termination - either party without cause & without penalty upon not more than 90 days notice

Manager bound by Bylaws

Violation of Bylaws

Term 3 yrs rather than 1

4. The Board grants to Manager the power to contract on behalf of the Association for any service or work directed in writing by the Board or necessary to fulfill the terms under this Management Agreement
5. The Management Agreement supersedes any and all previous management contracts regarding the subject Association and Board, verbal or written, between Manager and Board, and said agreement shall be interpreted and enforced under the laws of the State of South Carolina and any disputes will be brought in Spartanburg County courts.

Section III the Manager Shall:

1. Provide adequate personnel necessary for the efficient discharge of the duties of the Manager hereunder stated. Compensation for said personnel shall be the responsibility of the Manager.
2. Maintain a business-like relationship with the property owners, whose service requests shall be received, considered and acted upon if they fall under the guidelines of the Covenants. Complaints of a serious nature or one requiring an expense greater than \$500.00 shall, after thorough investigation, be reported to the Board with appropriate recommendations. As part of a continuing program, the Manager shall assist the Board to secure compliance by the owners of all items and maintenance for which they are responsible.
3. Provided that the County Tax Assessor's Office provides unrestricted online access, Manager will research those records for the properties within the HOA to determine the Owners name and address of record. This research will be completed one time per year prior to billing.
4. Invoice all regular and special assessments due from the owners. Upon authorization from the Board of Directors and subject to Exhibit A, the Manager shall request, demand, receive and receipt for any and all charges which may at any time be or become due to the Association and to take such action in the name of the Association by way of legal process or otherwise as may be required for the collection of delinquent assessments.
5. Manager, will prepare the file for each delinquent owner and turn that information over to the Association's attorney for collections. Associated fees are detailed in Exhibit A will be recovered from the delinquent owner when possible. The ability to recover these fees from the delinquent will have no bearing on the fee charged.
6. From the funds collected and deposited in the Manager's account hereinafter provided, cause to be disbursed regularly and punctually: (1) compensation due and payable to any independent contractors; (2) all types of insurance premiums; (3) Reserve Fund for Replacements; and (4) sums otherwise due and payable as authorized by this document or by the Board as operating expenses authorized to be issued including the Manager's fees. After disbursement of the funds as herein specified, any balance remaining in the account may be disbursed or transferred from time to time, but only as specifically directed by the Board in writing.
7. Pay all invoices of the Association on the 1st and 15th of each month from available Association funds.

8. Manager shall provide the designee of the Board a monthly statement reflecting the income collected both monthly and annually, the expenses paid both monthly and annually (accompanied by the original expense invoices paid that month) and the current balance in the Association account. This monthly statement will also include a list of every owner within the Association, their balance as of the 25th of each month or the first working day following the 25th if that day falls on a weekend or a holiday. The statement for the month of December of each year will be delayed until the 31st so that all income and expenses for that calendar year will be captured. Income and expense statements will be forwarded to the Association accountant in preparation for filing the appropriate annual tax return. Hinson Management, Inc. will not be responsible for the preparation of any other financial information.
9. At the request of the Board and on an annual basis, at least ninety (90) days prior to the beginning of a new calendar year, assist the Board in the preparation of an annual operating budget. The budget as approved by the Board shall serve as the supporting document for schedule of assessments and constitute the major fiscal control under which the Manager shall operate.
10. Per IRS regulation the Manager will prepare a 1099 form for each contractor paid by the Association and file with the IRS. The Association is responsible for the cost of the forms or filing fees where applicable.
11. Enter in contracts on behalf of Association for ground maintenance, street maintenance, and streetlights, or any such contracts, as the Board may deem advisable or needful. All such contracts shall be made in the name of the Association and shall be subject to the limitations set forth in Section III Paragraph 12 of this section. When taking bids or obtaining contracts, the Manager shall act at all times under the direction of the Board and shall obtain evidence of insurance coverage by parties executing contracts and that copies of all contracts and certificates of insurance which are required should be maintained in the Association files.
12. Manager shall coordinate routine maintenance of common areas as directed by the Board. For any one item of repair or replacement, the expense incurred shall not exceed the sum of Five Hundred Dollars (\$500.00) unless specifically authorized by the Board; excepting, however, that emergency repairs that Manager deems necessary for the preservation and safety of the property, or for the safety and interest of the owners, or that are required to avoid the suspension of any necessary service to the community, may be made by the Manager irrespective of the cost limitation imposed by this paragraph.
13. To schedule such meetings as may be required by the Board. The Manager will attend One (1) meeting per contract period. All meetings attended by the Manager must be held no later than 6:30 pm on days that the Manager's office is open for business.
14. Upon authorization and direction from the Board, Manager shall purchase Association insurance under the terms and coverage selected by the Board. Manager represents that it is not an insurance agent or insurance specialist and will only purchase insurance as directed by the Board. All of the various types of insurance coverage required shall be placed with such companies, in such amounts, and with such beneficial interest appearing therein as shall be reasonably acceptable to the Board and to mortgagees holding mortgages covering like residential units. All such insurance, coverages etc. shall be determined by the Board.

15. The Manager shall advise the Board of Directors promptly in writing of the service upon the Manager of any Summons, Subpoena, or other Legal document, including any notices, letters or other communication setting out or claiming an actual or alleged potential liability of the Association.

16. Maintain corporate records, books, and accounts which records shall be subject to examination by the Board's authorized agents by appointment at the office of the Manager during reasonable office hours of the Manager.

17. The Manager shall assist the Board in enforcing the By-Laws, Covenants, Conditions, and Restrictions and the rules and regulations of the Association as outlined by Association policy.

18. The Manager shall maintain an Association membership mailing list.

19. Working within the confines of the Governing Documents Manager will assist the Board with the processing of Owners' Architectural Review Request.

20. If applicable Manager will keep and maintain the clubhouse or event center rental calendar, and receive rental fees and damage deposits for Owners renting the clubhouse or event center.

21. Manager will work with closing attorneys that are processing closings within the subdivision so that any outstanding assessments can be collected at the closing and Owners' information can be updated.

Section IV Exclusion:

Manager shall not be obligated to provide any services not enumerated under Section III. Additionally Manager is specifically excluded from providing the following services.

1. Attend any meetings not specifically mentioned in Section III Paragraph 13.
2. Disperse funds outside the schedule outlined in Section III Paragraph 7.
3. Disperse funds to any party on behalf of the Association which has not completed and submitted a W-9.
4. Produce or submit any financial documentation other than the monthly statement mentioned in Section III Paragraph 8.
5. Maintain owner directories.
6. Make professional judgments about the type or amounts of insurance to be procured.
7. Nothing contained in this agreement will be interpreted to mean that the Manager will be responsible for any sight visits or oversight of contractors.

Section V The Association Shall:

1. Compensate the Manager per Exhibit A.

2. Maintain, for the period of the contract, adequate General Liability and Officers and Directors Liability insurance. The Manager shall be named as an additional insured.
3. Review the monthly statement upon receipt and notify the Manager of any concerns.
4. Appoint one (1) member of the Board to be the point of contact for the Manager and to give direction to the Manager. The Association's appointed representative shall respond to all requests within five (5) business days of the date of the request.
5. Unless the Manager is designated as the Registered Agent for the Association, it will be the responsibility of the Association to immediately notify the Manager of any service of foreclosure or litigation by hand delivering such documentation to the Manager.
6. Acknowledge that Manager's sole fiduciary obligation is in the safekeeping and collection of Association's money and that Manager shall not be a fiduciary in any other capacity.
7. The Association shall forward to the Manager any sums needed to fulfill the financial obligation of the association. This amount will be calculated by comparing the annual budget to the expected income. A simple calculation will determine the projected funding needed for the year. This projected funding will be divided by four (4) to determine the projected quarterly amount to be paid. This amount will be forwarded to the Manager on the first day of each of the first three quarters of the year. A final determination will be made prior to the start of the fourth quarter to determine the amount needed to finish paying the financial obligations for the association for the year. This amount will be forwarded to the Manager by the first day of the fourth quarter of the year.
8. **INDEMNIFICATION AND HOLD HARMLESS.** The Association shall indemnify the Manager, its agents, employees, principals, heirs, and assigns and save it harmless from and against all claims, losses, and liabilities arising out of damage to property or injury to, or death of, persons (including the property and persons of the parties hereto and their agents, subcontractors and employees) occasioned by or in connection with acts or omissions of Association or Association's agents (other than the Manager or the Manager's agents, employees or subcontractors), employees or subcontractors, and all costs, fees and attorneys' expenses in connection therewith and this indemnification shall survive the termination of this Management Agreement. Indemnification for attorney's fees, experts, and costs shall be reimbursed as expended in defense of any claim and such reimbursement shall not be dependent upon the completion of any legal proceedings.

[Signature pages to follow]

Exhibit A

Jordan Springs Two Homeowners Association Fee Schedule

The Board and the Association shall pay the Manager as its fee for providing the services outlined herein the sum of two hundred ten dollars (\$210.00) per month. On October 1, 2021 the fee will increase two hundred eighty dollars (\$280.00) per month. On October 1, 2022 the fee will increase three hundred fifty dollars (\$350.00) per month. If the "Association" fails to fulfill its obligations to the contract the "Association agrees to buy out the remainder of the contract at fifty percent (50%) of the remaining management fees through the end of the management agreement.

Manager reserves the right to bill the Association the following additional fees and charges.

| | |
|---|--------------------------------------|
| Final Demand for Payment | \$15.00 |
| Preparation of delinquent file for turn over | \$25.00 |
| Final Demand for Compliance | \$35.00 |
| Additional meeting attendance | \$50.00 per man hour/ 1 hour minimum |
| Court appearance | \$75.00 per man hour/ 1 hour minimum |
| Coordinating the annual tax return | \$10.00 |
| Bulk Mailings and Newsletters | Price determined per each occurrence |
| Any item not specifically listed in the agreement | \$75.00 per man hour plus real costs |

This Agreement shall be binding on the successors and assigns of the Manager and the Association and the Board of Directors and may only be altered or amended in writing.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT:

WITNESSES

FOR: JORDAN SPRINGS TWO HOMEOWNERS
ASSOCIATION, INC.

Matthew Ray

Treasurer

Title

FOR: HINSON MANAGEMENT, INC.

Megan M Blacken
Saith Soney

Randy S. McGuinn

RANDY S. MCGUINN
EXECUTIVE ASSOCIATION MANAGER

JSII Jordan Springs Two Homeowners Association, Inc.

Notice of 2021 HOA Dues Increase

September 8, 2020

Dear Neighbors,

On September 8th, 2020 the board voted unanimously to increase the yearly dues by \$30 from \$140 to \$170 per year starting January 1st, 2021. We have not had to increase the dues for many years but now in order to cover our operating expenses this increase is necessary. Even without the increase from Hinson it is necessary to increase our yearly dues to meet expenses. Hinson Management is increasing our monthly management fee from \$140.60 per month to \$350.00 per month over a three-year period. See Exhibit A from the management agreement. Please note that it may be necessary to increase the yearly dues incrementally over the next couple of years to cover this increase. The board will continue to look for other possible alternatives to help lower this cost. I have attached our 2021 budget with July 2020 actuals for your review. You will see as of July 2020 our operating expenses are \$628.65 more than our yearly income for 2020.

Exhibit A

Jordan Springs Two Homeowners Association Fee Schedule

The Board and the Association shall pay the Manager as its fee for providing the services outlined herein the sum of two hundred ten dollars (\$210.00) per month. On October 1, 2021 the fee will increase two hundred eighty dollars (\$280.00) per month. On October 1, 2022 the fee will increase three hundred fifty dollars (\$350.00) per month. If the "Association" fails to fulfill its obligations to the contract the "Association agrees to buy out the remainder of the contract at fifty percent (50%) of the remaining management fees through the end of the management agreement.

Regards,

Jordan Springs Two Homeowners Association

Board Members

JSII Jordan Springs Two Homeowners Association, Inc.

September 11, 2020 RE: Election to Replace Board Member's Expiring Three Year Term

Dear Neighbors:

The following is to outline the procedure to elect one member of our community to fill the completed board members term of Treasurer. It is important that we have homeowners willing to serve on the board so no one member must serve longer than their term.

As the initial step in this process, a response form is supplied at the bottom of this letter for each homeowner in our community to submit his or her name for inclusion on the final ballot for election to a three-year term on the Board. Three-year staggered terms for Board Members were overwhelmingly approved by our entire community in a vote to change the By-Laws at the 2007 Annual Meeting of Members. Please note that each candidate who is interested in serving must declare that fact themselves to prevent people who do not wish to serve from being nominated against their will.

In considering to run for office for the Board of Directors, it is important to remember that the community needs a person who will commit to supporting the Restrictive Covenants and By-Laws of Jordan Springs HOA, acting selflessly with the community's best interests at heart so as to maintain an enjoyable way of life for all our homeowners and their families and to safeguard individual property value investments.

If interested in running for the board, please fill out the form below and return to Steve Spantz @ 213 Jordan Springs Drive or Matthew Ray @ 407 Benjamin Reid Court by October 31st, 2020. Once all forms are received a formal ballot will be prepared including the names of all homeowners who are interested in serving. This ballot will be delivered to every homeowner to vote for the candidate of their choice by submitting his or her completed ballot to Hinson Management Company by November 30th, 2020. Due to COVID we will not have a formal meeting as normal.

Sincerely,

The Board of Directors, Jordan Springs II Homeowners Association.

NOMINATION FORM – JSIIHOA 2021 BOARD OF DIRECTORS

I Volunteer as a candidate for election to a three-year term of office on the 2021 Board of Directors

Name

Address

Phone

These forms must be returned to Steve Spantz @ 213 Jordan Springs Drive (439-2752) or Matthew Ray @ 407 Benjamin Reid Court (439-9215) by October 31st, 2020.

No Responses?
Send another??
prior to annual meeting?
No
Dulore Baxter elected to 3-year term 2021-2023

Hinson Management, Inc. *Hinson CD*

P.O. Box 160207
Boiling Springs, S.C. 29316
www.hinsonmanagement.com

A Family Business

Phone: 864-599-9019
Fax: 864-599-9029

Invoice

Landy
Bank Statement
Date: November 16, 2020

Bill To: Delores S Baxter
308 Dustin Reid Court
Duncan, SC 29334

Ref: 308 Dustin Reid Court, Duncan - Lot # 48

Description:

Date Due: January 1, 2021

2021 Annual Assessment for Jordan Springs Two Homeowners Assoc., INC.

\$170.00

Covers from January 1, 2021 thru December 31, 2021

Previous Balance

\$0.00

Total Due

\$170.00

We are now accepting CREDIT/DEBIT CARDS in office and online ONLY. No over the phone payments will be processed. Please see reverse for additional information concerning Credit/Debit payments. Please allow at least 2 business days to complete this transaction online.

If you are unable to pay the full balance, see reverse for information and procedure to set up payment arrangements.

Please see reverse for additional important information

Please detach and forward along with your check in the enclosed envelope

Delores S Baxter
308 Dustin Reid Court
Duncan, SC 29334

Jordan Springs Two Homeowners Assoc., INC.

Total Amount Due: \$170.00

Balance due: January 1, 2021

Please make check payable to Hinson Management, Inc.

Proposal prepared by Delores Baxter + given to Matthew Ray, HOA officer
11/20/2020 (copy to Delores Faulkner)

PROPOSAL to the Jordan Springs Two Homeowners Association:

- Annual Assessment to remain at \$140.
- 2020 HOA obligations to be paid from current available funds (\$10,000+)
- Hinson Management Company to be given 90-day notice. (Section 6.2)
- 2021 HOA Secretary/Treasurer to assume management responsibilities (Section 7.6c) Savings would more than offset any 2020 budget deficiency.

HOA Members Submitting Proposal:

Delores Baxter, 308 Dustin Reid Court 864 439-9344 omajs@hotmail.com

Jerry & Delores Falkner, 309 Dustin Reid Court

Tony & Patti Seiber, 317 Dustin Reid Court

The above members are willing to be nominated for service on the Board for the coming year.

Available Covenant Procedures for Processing Proposal:

Petition to call a special meeting (Section 3.3)

Action by Members (Section 3.10)

Informal Action by Members (Section 3.12)

Written Ballot (Section 3.13)

Copy Keep SWN

Total 8 copies

PROPOSAL to the JORDAN SPRINGS II HOMEOWNERS ASSOCIATION:

- A: Annual Assessment to remain at **\$140** per home per year.
- B: 2020 HOA obligations to be paid from current available funds (\$10,000. +).
- C: **Hinson Management Company to be given 90-day notice.** (Section 6.2).
- D: 2021 HOA Secretary/Treasurer to assume management responsibilities (Section 7.6c) Savings would more than offset any 2020 budget deficiency.

HOA Members Submitting Proposal:

Delores Baxter, 308 Dustin Reid Court (864) 439-9344 omajs@hotmail.com

Jerry & Delores Falkner, 309 Dustin Reid Court

Tony & Pattie Seiber, 317 Dustin Reid Court

Steven Novak, 221 Jordan Springs Dr (727) 851-0913 (864) 256-5682

Added to original

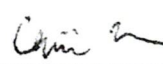
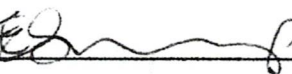
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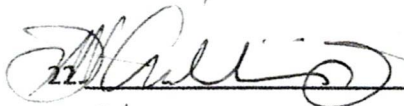
11/21/2020

Available Covenant Procedures for Processing Proposal:

1. Petition to call a special meeting (Section 3.3)
2. Action by Members (Section 3.10)
3. Informal Action by Members (Section 3.12)
4. Written Ballot (Section 3.13)

| Name | Address | Phone | Option |
|---------------------------|--------------------------|-------------------------|------------|
| 1. <u>Stephen Novak</u> | <u>213 Jordan Sp. Dr</u> | <u>(1) 864-439-2242</u> | <u>NH</u> |
| 2. <u>Stephen Novak</u> | <u>221 Jordan Sp Dr</u> | <u>(864) 256-5682</u> | <u>all</u> |
| 3. <u>Delores Falkner</u> | <u>309 Dustin Reid</u> | <u>(864) 494-7959</u> | <u>all</u> |

| Name | Address | Phone | Option |
|---|--------------------------------|----------------|--------|
| 4. Delores Banton | 308 Austin Reid | 864 439-9344 | any |
| 5.  | 313 Dustin Reid | (864) 802 8418 | any |
| 6. Charles Wallace | 265 Jordan Springs | 1864 1844 | all |
| 7. Maria Yarcu | 403 Benjamin Reid Ct | 864 529 41-65 | all |
| 8. Kim Karaszewski | 402 Benjamin Reid | 864-909-2407 | Any |
| 9. Phak Khea | 406 Benjamin Reid | 864-381-2801 | all |
| 10. Valde Uribe | 414 Benjamin Reid Ct | 864 435-5792 | All |
| 11. Dasha Seaborn Miller | 415 Benjamin Reid Ct Duncan St | 1864 907-4931 | All |
| 12. Jamie Carmelo | 411 Benjamin Reid Ct | 864 207-8920 | All |
| 13. Jim Dorake | 229 Jordan Springs | 864 439-2153 | All |
| 14. Muhl Black | 237 Jordan Springs | 1864 612-4884 | ALL |
| 15. Tim Brooks | 245 Jordan Springs Dr | 1864 249-0680 | All |
| 16.  | 250 Jordan Springs | 864 508-4730 | All |
| 17. Jose L. Sewing | 254 Jordan Springs | 862-293-8125 | ALL |

| Name | Address | Phone | Option |
|---|---|----------------|--------|
| 18. ^{Bo/Corne} Christy Brummett | 258 Jordan Springs | (864) 361-375 | all |
| 19. ²⁶⁵ Dan O'Johnson | Jordan Springs | (864) 901-9519 | all |
| 20. Allen Davis | 262 Jordan Springs | (864) 497-9242 | all |
| 21. Kenny Pecos | 418 Bowmans Bend | (864) 735-6443 | all |
| 22.  | 225 Jordan Springs | (864) 921-5973 | ALL |
| 23. Shannon Aldridge | 209 Jordan Springs | (864) 237-8103 | ALL |
| 24. Bryant Taylor | 418 Jordan ^{Spring} ⁸⁶⁴ | () 266-3526 | ALL |
| 25. FRED BRADY | 316 DUSTIN REACT | (864) 377-9655 | ALL |
| 26. Emily Foster | 253 Jordan Springs ^{D.C.} | (864) 415-2701 | ALL |
| 27. Charles Wing'at | 240 Jordan Springs | (864) 205-2730 | ALL |
| 28. Tina Richardson | 261 Jordan Springs | (864) 480-9141 | ALL |
| 29. _____ | _____ | () _____ | _____ |
| 30. _____ | _____ | () _____ | _____ |
| 31. _____ | _____ | () _____ | _____ |
| 32. _____ | _____ | () _____ | _____ |
| 33. _____ | _____ | () _____ | _____ |

| Name | Address | Phone | Option |
|--|-------------------------------|------------------|--------|
| 18. ^{Bo/Corne} Christy Brummett | ²⁵⁸ Jordan Springs | (864) 361-375 | all |
| 19. Dan O. Johnson | ²⁶⁵ Jordan Springs | (864) 901-9519 | all |
| 20. Allen Davis | ²⁶² Jordan Springs | (864) 497-9242 | all |
| 21. Fred A. Hester | 317 Dustin Rd. Ct. | () 864-316-5481 | |
| 22. _____ | _____ | () _____ | _____ |
| 23. _____ | _____ | () _____ | _____ |
| 24. _____ | _____ | () _____ | _____ |
| 25. _____ | _____ | () _____ | _____ |
| 26. _____ | _____ | () _____ | _____ |
| 27. _____ | _____ | () _____ | _____ |
| 28. _____ | _____ | () _____ | _____ |
| 29. _____ | _____ | () _____ | _____ |
| 30. _____ | _____ | () _____ | _____ |
| 31. _____ | _____ | () _____ | _____ |
| 32. _____ | _____ | () _____ | _____ |
| 33. _____ | _____ | () _____ | _____ |

JORDAN SPRINGS TWO HOMEOWNERS ASSOCIATION, INC.

WRITTEN BALLOT

Proposed Actions:

FOR AGAINST

1. Annual Assessment remains at \$140.00 1.
2. 2020 HOA financial obligations to be paid from current available funds 2.
3. 2021 HOA Secretary/Treasurer to assume management responsibilities as stated in Section 7.6c of the HOA BYLAWS 3.
4. Current Management Company contract to be terminated as set forth in Section 6.2 of the HOA BYLAWS 4.

| | |
|--|--|
| | |
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| | |

Jordan Springs Two HOA Voting Member:

312 Dustin Reid Court

Name (Please Print)

Signature

Please return your ballot no later than December 5, 2020, to Delores Baxter, 308 Dustin Reid Court, Duncan, SC 29334.

*Per Sections 3.8/3.10. Twenty-five percent (25%) of the votes appurtenant to the thirty-eight (38) Lots shall constitute a quorum. Therefore, at least ten (10) Written Ballot responses must be submitted to achieve the required quorum. If at least two-thirds (2/3) of all submitted ballots vote "For" a proposal it will pass; otherwise, that proposal will fail. Each proposal requires a separate "For" or "Against" vote.

Pertinent Sections from the
BYLAWS
OF
JORDAN SPRINGS TWO HOMEOWNERS ASSOCIATION, INC.

Section 3.13 Action by Written Ballot. Any action to be taken at any annual, regular or special meeting of members may be taken without a meeting if approved by written ballot as provided herein. The Association shall deliver a written ballot to each member entitled to vote on the matter. The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot of an action shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting held to authorize such action and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. All solicitations for votes by written ballot shall indicate the number of responses needed to meet the quorum requirements; state the percentage of approvals necessary to approve each matter other than election of directors and specify the time by which a ballot must be received by the Association in order to be counted. A timely written ballot received by the Association may not be revoked without consent of the Board of Directors. The results of each action by written ballot shall be certified by the Secretary and shall be included in the minutes of meetings of members filed in the permanent records of the association.

Section 6.2 Management Agent. The Board may employ for the Association a professional management agent or agents at a compensation established by the Declarant, in the first year of the Association or by the Board in subsequent years, to perform such duties and services as the Board shall authorize. The term of any management agreement shall not exceed one (1) year and shall be subject to termination by either party, without cause and without penalty, upon not more than ninety (90) days written notice.

Section 7.6 Duties (c). The Secretary/Treasurer directly or through a contracted management company, shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members, shall keep the corporate seal of the Association and affix it on all papers requiring said seal, shall serve notice of meetings of the Board of Directors and of Members, shall keep appropriate current records showing the members of the Association together with their addresses and contact information, and shall perform such other duties as required by the Board of Directors either directly or through a contracted management company. The Secretary/Treasurer directly or through a contracted management company shall 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, shall keep or monitor proper books of account, shall cause an annual audit of the Association books 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 meeting, and deliver a copy of each to the Members.

JORDAN SPRINGS TWO HOMEOWNERS ASSOCIATION, INC.

WRITTEN BALLOT

Proposed Actions:

FOR

AGAINST

1. Annual Assessment remains at \$140.00

1.

100%

0%

2. 2020 HOA financial obligations to be paid from current available funds

2.

100%

0%

3. 2021 HOA Secretary/Treasurer to assume management responsibilities as stated in Section 7.6c of the HOA BYLAWS

3.

97%

0%

4. Current Management Company contract to be terminated as set forth in Section 6.2 of the HOA BYLAWS

4.

100%

0%

Jordan Springs Two HOA Voting Member:

Jordan Springs Resident Address

Name (Please Print)

Signature

Please return your ballot no later than December 5, 2020, to Delores Baxter, 308 Dustin Reid Court, Duncan, SC 29334.

*Per Sections 3.8/3.10. Twenty-five percent (25%) of the votes appurtenant to the thirty-eight (38) Lots shall constitute a quorum. Therefore, at least ten (10) Written Ballot responses must be submitted to achieve the required quorum. If at least two-thirds (2/3) of all submitted ballots vote "For" a proposal it will pass; otherwise, that proposal will fail. Each proposal requires a separate "For" or "Against" vote.

82% participation - 25% required

2/3 "for" required to pass - 97-100% achieved

Stephen Novak, President
Jordan Springs Two HOA
221 Jordan Springs Drive
Duncan, South Carolina 29334
864 256-5682

December 4, 2020

Hinson Management Company
8499 Valley Falls Road
Boiling Springs, South Carolina 29316

RE: Jordan Springs Two HOA

The Jordan Springs Two HOA members have acted under Bylaw Section 3.13 Action by Written Ballot of the HOA Covenants and have voted to terminate the management agreement with Hinson Management Company as provided in Bylaw Section 6.2 Management Agent which states that the term of any management agreement "shall be subject to termination by either party, without cause and without penalty, upon not more than ninety (90) days written notice."

Since our new fiscal year will begin January 1, 2021, we would prefer and appreciate being allowed to terminate the management agreement as of December 31, 2020. However, since this written notice is being provided on December 4, 2020, we are aware that Hinson Management may choose to require up to March 5, 2021, to terminate the agreement. Please advise us concerning the termination date.

Best regards,



Stephen Novak, President
Jordan Springs Two Homeowners Association



Delores Baxter, Secretary/Treasurer
Jordan Springs Two Homeowners Association
omajs@hotmail.com

Received by:



Stephen Novak, President
Jordan Springs Two HOA
221 Jordan Springs Drive
Duncan, South Carolina 29334
727 851-0913

December 10, 2020

Hinson Management Company
8499 Valley Falls Road
Boiling Springs, South Carolina 29316

RE: Jordan Springs Two HOA

Dear Randy,

Because of the Written Ballot (sample with results attached) submitted to the Board of Directors of the Jordan Springs Two HOA and overwhelmingly passed by the Members of the Association according to JS2HOA Bylaw Section 3.13 Action by Written Ballot, the Board has voted to instruct the Members to make their 2021 assessment payments directly to the HOA to be deposited into a Jordan Springs Two HOA bank account. Of course, as provided in the HOA Bylaw Section 6.2, Hinson Management Company may continue to provide services to the Association through the end of the 90-day notice period (March 5, 2020) and receive compensation. However, the Board is offering to resume all management duties as of January 1, 2021 and still fully compensate Hinson Management through the end of the notice period (March 5, 2021) if the management company so chooses. Please advise the Board as to the preference of Hinson. Thank you for your response.

Best regards,

Stephen Novak, President

Bryan Taylor, Vice-president

Delores Baxter, Sec/Treasurer

-----Original Message-----

From: Randy McGuinn

Sent: Friday, December 11, 2020 5:02 PM

To: 'swnovack61953@gmail.com' <swnovack61953@gmail.com>

Subject: Jordan Springs

Stephen:

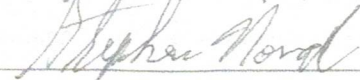
In reference to our conversation earlier today Hinson Management agrees that if the Jordan Springs HOA Board of Directors agrees to pay \$1,995.00 of the early termination fee then Hinson Management agrees to settle for that amount and seek no other termination fees. Hinson Management will transition all HOA pertinent information, records, and documents, including the balance of the account to the Jordan Springs HOA Board of Directors within seven business days. Hinson Management assures the Jordan Springs HOA Board of Directors that there are no outstanding unexpected or unknown additional fees of any sort.

It is further agreed that both parties will not make any public or private statements regarding the termination other than is necessary, if asked, to explain expenditures to Members at the regular annual meeting in compliance with Section 7.6c of the HOA Bylaws.

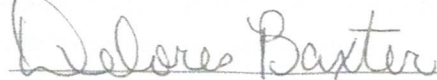
Randy S. McGuinn
Executive Association Manager
Hinson Management Inc.
8499 Valley Falls Road
PO Box 160207
Boiling Springs, SC 29316
(864)599-9019 Ext 104
(864)599-9029 fax

"We take care of association business so that neighbors can just be neighbors"

The HOA Division of Hinson Management's office hours are Monday, Tuesday, Thursday and Friday 8:30am - 5:00pm, Wednesday 8:30am - 2:00pm



Stephen Novak, President JS2HOA



Delores Baxter, Sec/Tr, JS2HOA



Randy McGuinn Hinson Management Inc.

Hinson Management, Inc.

A Family Business

P.O. Box 160207
Boiling Springs, SC 29316

Phone (864) 599-9019
Fax (864) 599-9029

December 15, 2020

Stephen W Novak
221 Jordan Springs Drive
Duncan, SC 29334

Dear Jordan Springs II Homeowner,

Effective September 30, 2020, Hinson Management, Inc. is no longer managing the Jordan Springs II Homeowners Association.

All records have been turned over to Stephen Novak, including a check for the full balance in the HOA account made payable to the Jordan Springs II Homeowners Association. On the reverse is a list of all items that were turned over to the Board on December 15, 2020.

The records sent to the HOA show that the balance on your account is \$0.00 . Please retain this letter for your records for confirmation of the information turned over to the HOA.

We wish the very best for the Jordan Springs II Homeowners Association.

Sincerely,
Gretchin H. McGuinn
Association Management Chief Financial Officer

GHM/g

JSII Jordan Springs Two Homeowners Association, Inc.

308 Dustin Reid Ct
Duncan, SC 29334
Treasurer: Deloris Baxter
omajs@hotmail.com

President: Stephen Novak
jordansprings2hoa@gmail.com

Invoice

Bill to: Delores Baxter
308 Dustin Reid Court
Duncan, SC 29334

December 18, 2020

Ref: 308 Dustin Reid Court, Duncan

Description:

Date Due: January 1, 2021

2021 Annual Assessment for Jordan Springs Two Homeowners Assoc. INC. \$140.00

Covers from January 1, 2021 thru December 31, 2021

| | |
|------------------|----------|
| Previous Balance | \$0.00 |
| Total Due | \$140.00 |

Please mail checks to Jordan Springs Two HOA, 308 Dustin Reid Court Duncan SC 29334
The new Board is here to help with any problems: Please email if you have questions or concerns:
President: Stephen Novak : email: jordansprings2hoa@gmail.com
Vice President: Bryant Taylor: btsgreekwear@gmail.com
Treasurer/Secretary: Delores Baxtor: omajs@hotmail.com

Please Detach mail and forward along with your Payment to:

Jordan Springs Two HOA
308 Dustin Reid Court
Duncan, SC 29334

Make checks payable to:
JSII Jordan Springs Two Homeowners Association, INC.
Total Amount Due: \$140.00
Balance Due: January 1, 2021

Please add your email address if you would like to go paperless and receive email billings
Email address: _____ you may opt out at anytime by emailing
Delores Baster at omajs@hotmail.com.

*From Stephen Novak to
all HOA members 12/18/2020*