

STATE OF SOUTH CAROLINA )  
 ) DECLARATION OF COVENANTS,  
 ) CONDITIONS AND RESTRICTIONS FOR  
COUNTY OF GREENVILLE ) PATIO HOMES AT SUGAR CREEK VILLAS

THIS DECLARATION, made on the date hereinafter set forth by TRENDSETTER DEVELOPMENT COMPANY, INC., a South Carolina corporation of Greenville, Greenville County, South Carolina, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Greenville, County of Greenville, State of South Carolina, which is more particularly described as:

ALL those certain pieces, parcels or lots of land situate, lying and being in the State of South Carolina, County of Greenville, as is more fully shown on a survey entitled "Sugar Creek Villas", dated September 10, 1980, prepared by C. O. Riddle, R.L.S., and recorded in the RMC Office for Greenville County in Plat Book 7-X, at Page 79 and being known and designated as Lots 47 through 57 inclusive of the Patio Home Lots shown thereon.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having the right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

I.

USES PERMITTED AND PROHIBITED .

1. All numbered lots shall be used exclusively for single family residential dwellings.
2. No trailer, basement, tent, shack, garage, barn, or other outbuildings erected upon any lot shall at any time be used as a residence either temporarily or permanently. No structure of a temporary nature shall be used as a residence.
3. No house trailer shall be placed on any lot either temporarily or permanently. Any camping trailer, motor home, boat and/or similar equipment used for the personal enjoyment of a resident of a lot shall be parked or stored in the

garage and shall not be parked in the front, side or rear of the dwelling. No tree house or play house shall be erected on any lot.

4. No noxious or offensive activity shall be carried on anywhere on the property subject to these covenants, nor shall anything be done thereon which may be or become a nuisance or menace to the neighborhood. No numbered lot or any part thereof shall be used for any business or commercial purpose.

5. No animals shall be kept, maintained or quartered on any lot except that cats, dogs and caged birds may be kept in reasonable numbers as pets for the pleasure of the occupant. House pets must be kept on leash when outside the fenced area of any dwelling.

6. The total area of all driveways shall be paved by plant mix concrete.

7. No outside radio or television antennas shall be erected on any lot.

8. No trees or shrubs may be planted on any lot if the same can grow to a height higher than the fence on the lot, unless permission for the same has been granted by the Architectural Committee.

9. No residence on any lot may be stained or painted a shade or color different from the original stain unless permission for the same has been granted by the Architectural Committee.

10. All garage doors shall be kept closed at all times except for the ingress and egress of vehicles and the deposit and removal of objects and items to and from a dwelling.

11. All exterior additions or modifications to a dwelling, grounds (specifically including in ground swimming pools) or fence must have prior approval of the Architectural Committee.

12. No above-ground swimming pools shall be constructed on any lot.

13. In the event a dwelling is damaged or destroyed and the owner does not begin repair or reconstruction within

thirty (30) days following the damage or destruction, he shall remove or cause to be removed, at his expense, all debris from the lot, so that it shall be placed in a neat, clean and safe condition.

14. No mechanical attachments on one home by the adjacent property owner shall be permitted except by written consent, other than those erected by the builders at the time of original construction. Likewise, written permission must be given for any plants growing on all walls or common fences and the zero lot line walls. An example of such plants would be Ivy or espaliered plants.

15. No lot shall be recut without first obtaining the written permission of the Architectural Committee created under Article II hereof.

### III.

#### APPROVAL OF PLANS - CHANGES

1. The Architectural Committee shall be composed of John C. Cothran, Ellis L. Darby, Jr. and H. Graham Proffitt, III. After twenty-one (21) dwellings are sold and occupied the Architectural Committee shall be composed of three (3) persons elected by the owners of the lots subject to this Declaration with one (1) vote per lot.

All members shall constitute a quorum and a two-thirds (2/3) vote shall be required for the transaction of any business of the Committee.

2. No improvements or buildings shall be erected, placed or altered on any lot or lots until and unless the building plans, specifications and plot plan showing the proposed type of construction, exterior design and location of such residence have been approved in writing as to conformity and harmony of external design and consistence with plans of existing residences or other buildings and as to the location of the structure with respect to topography and finished ground elevation, by the Architectural Committee.

3. In the event said Committee fails to approve or disapprove such designs and plans within 30 days after said plans have been submitted to it, or in any event, if no suit

to enjoin the erection or alteration of such building or improvement has been commenced before such erection or alteration is substantially completed, such prior approval will not be required and this covenant will be deemed to have been fully complied with and no suit or claim will be available to said Committee, nor to any lot owner or other person. The term "building or improvement" shall be deemed to include the erection, placement, or alteration of any outbuilding, wall or fence to be made in any lot.

IV.

EASEMENTS

1. A general easement is reserved over each lot for the installation, operation and maintenance of utilities, for drainage and for maintenance such as painting, roof repair, plumbing and electrical repair. An easement is granted for the purpose of over hanging the roof of one building over the lot line of the adjacent lot up to two (2) feet.

V.

MISCELLANEOUS

1. No signs shall be permitted on any residential lots except that a single sign offering property for sale or for rent may be placed on any such lot provided such sign is not more than 24 inches wide and 20 inches high.

2. The covenants herein contained are to run with the land and shall be binding on all persons claiming under them until the 31st day of December, 2006, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the lots, it is agreed to change said covenants and building restrictions in whole or in part.

3. Declarant reserves the right to vary the restrictions on other patio home lots at Sugar Creek Villas and may change the lot dimensions on the lots not submitted hereto.

VI.

FENCES AND WALLS

1. General Rules of Law To Apply. Each fence and wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The terms "fence" and "wall" shall mean the same and are also the same as "party wall".

2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use. In the event the removal of any portion of a party wall is required for repairs to a homeowner's home for such things as, but not limited to, utilities, leaks, plumbing problems or other maintenance needs, all cost of repairing such walls shall be at the expense of the homeowner requiring such repair. The homeowner is also responsible for any repairs to a neighbor's landscaping if it is disturbed by these repairs.

3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who is a party to the ownership of the wall may restore it. Other owners shall contribute to the cost of restoration thereof in proportion to their joint ownership without prejudice, however, to the right of any such owners to call for a larger contribution from the others under the rule of law regarding liability for negligent or willful acts or omissions.

4. Right to Contribution Runs With Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

5. Arbitration. In the event of any dispute arising concerning a party wall, or under provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

If the undersigned, or their successors, heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one or more of these covenants by Judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said Declarant has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 1981.

TRENDSETTER DEVELOPMENT COMPANY, INC. (SI

IN THE PRESENCE OF:  
\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_

