

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE, S.C.
RESTRICTIVE COVENANTS FOR
HERITAGE WOODS, PHASE I

DONNIE S. TANNER, S.C.

The undersigned, W. T. Lindsey and Helen Lindsey by their attorney in fact Claude Alvin Bailey hereinafter known as "Declarant," the owner of all lots and tracts of land shown on plat of subdivision known as HERITAGE WOODS, dated June 25, 1994 and recorded in the RMC Office for Greenville County in Plat Book 28-B at page 75, deems it in the best interest of Declarant and future owners of said property to subject said property to the protective covenants, restrictions, reservations, servitudes and easements hereinafter set forth, each and all of which is and are for the benefits of said property and each and every part thereof and shall apply to and bind every present and future owner of said property or any part thereof, and each of their heirs, successors and assigns.

NOW, THEREFORE, Declarant, as owner, hereby declares that the real property hereinabove described is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, reservations, servitudes and easements hereinafter set forth.

I.

GENERAL PURPOSE OF COVENANTS

The real property hereinabove described is subject to the covenants, restrictions, reservations, servitudes, and easements hereby declared to insure the best use and the most appropriate development and improvement of each lot thereof; to protect the

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owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve so far as practicable the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures built of improper or unsuitable materials; to obtain harmonious architectural schemes; to insure the highest and best development of said property, to encourage and secure the erection of attractive homes thereon with appropriate locations thereof on lots; to prevent haphazard and unharmonious improvement of lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and in general to provide adequately for high type and quality of improvement in said property and thereby enhance the value of investments made by the purchasers of lots therein.

All uses and requirements shall be approved by any and all appropriate governmental authorities having jurisdiction thereof.

II.

USES PROHIBITED AND PERMITTED - SINGLE FAMILY RESIDENCE LOTS

1. Said property shall not be used nor shall any portion thereof be used for any purpose other than residence purpose.

2. No building other than a detached, single-family dwelling house and appurtenant outbuilding, including a garage, shall be erected, constructed or maintained on any lot, nor shall any building constructed or erected on any said lot be used for any purpose other than a private dwelling house or appurtenant outbuilding including a garage. Any free standing garage shall be

no larger than three (3) car size and shall be architecturally compatible with the dwelling thereon.

3. When the construction of any building on any lot is once begun, work thereon must be prosecuted diligently and it must be completed within a reasonable time, but not to exceed two (2) years. No building shall be occupied during construction or until made to comply with all requirements of this Declaration. No outbuilding or garage shall be used for permanent or temporary residence purposes.

4. No business of any kind whatsoever shall be erected, maintained, operated, carried on, permitted or conducted on any lot or part thereof and no noxious, dangerous or offensive thing, activity or nuisance shall be erected, maintained, operated, carried on, permitted or conducted on said property or any part thereof, nor shall anything be done thereon which may be or become an annoyance or nuisance to the remaining lots or their owners.

5. Any dwelling house, appurtenant outbuilding or garage shall be constructed of new materials only, unless written permission to the contrary is granted by the Declarant. No previously constructed structure shall be moved upon any lot from another location without written permission from the Declarant. No sheet metal, exposed concrete blocks, asbestos siding or other unsightly material shall be installed in any structure.

6. No cattle, hogs, horses, poultry, other livestock, or domestic farm animals shall be kept on any lot. All domestic pets shall be limited to numbers reasonable to the size and location of said lot and shall be kept reasonably confined so as not to become

a nuisance. No animal shall be raised, kept or maintained on any lot for the purpose of commercial sale.

7. No trash, garbage or other like household refuse shall be burned on any lot, nor shall any owner accumulate or maintain on his lot junked vehicles or litter, refuse or garbage, or other unsightly materials, except in receptacles provided for such purposes. No trailer, mobile home or other such housing shall be placed on any lot.

8. All dwellings shall have a minimum of 1,800 square feet of heated space, excluding garages and basement space. Two story structures shall have a minimum of 1200 square feet of heated space on the bottom floor, excluding garages and basements.

9. No chain link fences shall be erected on any lot.

10. No mobile homes shall be placed or maintained on any lot.

III.

APPROVAL OF PLANS, LOCATION AND SETBACK LINES OF STRUCTURES

1. No building, outbuilding, garage, fence, wall, retaining wall or other structure of any kind shall be erected, constructed, placed or maintained on any lot or any part thereof, nor shall any alteration, addition, changing, repairing, remodeling or adding to the exterior thereof be made until approved in writing by the Declarant. Prior to the commencement of any construction, excavation or other work, two (2) plot plans indicating and fixing the exact location of such structures or such altered structures on the lot with reference to all setback lines thereon shall be submitted to the Declarant for approval. The Declarant shall

approve only those plans and specifications which shall meet the minimum standards required by any and all applicable building codes.

2. Approval of plans, specifications and location of buildings by the Declarant shall be endorsed on both said plans and specifications and one set shall forthwith be returned by the Declarant to the lot owner submitting the same.

3. The approval by the Declarant of any plans or specifications submitted for approval as herein specified shall not be deemed to be a waiver by the Declarant of the right to object any of the features or elements embodied in such plans or specifications if and when the same features and elements are embodied in subsequent plan and specifications submitted for approval for use on other lots.

4. After such plans and specifications and other data submitted have been approved by the Declarant no building, outbuilding, garage, fence, wall, retaining wall or other structure of any kind shall be erected, constructed, placed, altered or maintained upon said lot unless the same be erected, constructed or altered in conformity with the plans and specifications and plot plans theretofore approved by the Declarant. If any building, outbuilding, garage, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed, altered or maintained upon said lot other than in accordance with the plans and specifications and plot plans theretofore approved by the Declarant such erection, construction, placing, alteration or maintenance shall be deemed to have been undertaken without the

approval of the Declarant having ever been obtained as required by this Declaration.

5. (a) After the expiration of one (1) year from the date of completion of any structure or alteration, such structure or alteration shall be deemed to comply with all the provisions of this paragraph unless notice to the contrary shall have been recorded in the public records of Greenville County or legal proceedings shall have been instituted to enforce such compliance.

(b) In the event that the Declarant shall fail for a period of forty-five (45) days to approve or disapprove any plans, specifications or plot plans submitted to them of approval, the same shall be deemed to have been approved.

6. During construction and prior to the occupancy of any dwelling constructed or erected on any plot, the Declarant shall be entitled to inspect the same to ascertain that the construction thereof is proceeding or has been completed in accordance with the plans and specifications. No dwelling shall be occupied until a final inspection has occurred and the Declarant have certified in writing that its construction has been completed in accordance with the plans and specifications.

7. The plans and specifications to be submitted to the Declarant shall show the nature, kind, shape, height, materials, floor plans, color scheme, location of such structural work to be done, the grading plan of the plot to be built upon, and the proposed square footage of the dwelling and the Declarant shall have the right to refuse to approve any such plans and specifications, grading plan, or proposed square footage which are

not suitable or desirable, in Declarant's opinion for aesthetic or any other reasons, and in so passing upon plans and specifications and grading plans, shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, the harmony of said structure with the surroundings and the effect of the building or other structures as planned and on the outlook from the adjacent or neighboring property.

8. No building and no addition to any building and no structure or object shall be erected, placed or maintained on any lot nearer to the front and side than the setback and side and rear lot lines as shown on the above referenced subdivision plat. The Declarant shall in all cases have the right to determine and designate the building lines as necessary to conform to the general plan of the Subdivision and to the best interests of each lot owner in said subdivision, and the Declarant's judgement and determination shall be final and binding.

9. Anything in this paragraph to the contrary notwithstanding, in the event one lot or portion thereof and the whole or portion of a contiguous lot all in one ownership shall be used as one building site for one structure and its appurtenant outbuildings permitted by this Declaration, then while as owned and used, the side lines and rear line of such site shall for purposes of this paragraph be deemed to be the side lot line and the rear lot line of such entire site.

10. Declarant contemplates developing Heritage Woods in three phases. Upon consummation of the sale by the Declarant of all of

the lots in all three phases, or at any time prior thereto, at Declarant's discretion, the Declarant shall relinquish all duties and responsibilities imposed upon Declarant by this Paragraph III in favor of an architectural committee to be appointed by the HERITAGE WOODS PROPERTY OWNERS ASSOCIATION, INC., or any successor thereto, in accordance with the By-Laws of said entity. Said architectural committee shall thenceforth exercise all powers, duties, and responsibilities imposed upon the Declarant by this Paragraph III and shall be vested with such discretion as is granted to the Declarant by this Paragraph III. Said architectural committee shall be composed and shall operate in such a manner as shall be determined by the HERITAGE WOODS PROPERTY OWNERS ASSOCIATION, INC., or any successor thereto, in compliance with the By-Laws of said entity.

IV.

LOTS

1. Not more than one (1) dwelling unit shall be erected, constructed, or maintained upon any one lot. No resubdivision of any lot shall occur except as permitted hereafter.

V.

PRIVATE ROADWAY EASEMENT

1. All roadways shown on the aforesaid plat, and having such metes and bounds as are shown thereon, are reserved for the private use, benefit, and enjoyment of, and shall constitute a permanent easement for ingress and egress running in favor of, all lot owners, their heirs, successors, executors, administrators, assigns, and mortgagees, and shall further be hereby dedicated to

public use.

2. The easements described herein and on said subdivision plat shall run with the land and shall be for the benefit and use of the owners of all lots shown on the aforesaid plat, their heirs, successors, executors, administrators, assigns, and mortgagees.

VI.

HERITAGE WOODS PROPERTY OWNERS ASSOCIATION, INC.

1. There shall be an eleemosynary corporation established for the benefit of the lot owners of the subdivision, the name of which shall be HERITAGE WOODS PROPERTY OWNERS ASSOCIATION, INC.

2. The owner of each presently constituted lot as shown on the aforesaid plat shall be a member of said corporation and shall be entitled to one vote therein. When title to any lot is vested in two or more persons as tenants in common, the vote shall be exercised as they among themselves shall determine, but in no case shall more than one vote be cast per lot. Upon resubdivision of any of the Lots or upon combination of two or more lots for one residence, the owner of each of the combined lots thenceforth existing shall thenceforth be entitled to one vote in said corporation in accordance with the foregoing.

3. Membership in said corporation shall be appurtenant to and may not be separated from ownership of the lot which is subject to assessment.

4. All common areas as shown on the recorded subdivision or lot shall be conveyed to the HERITAGE WOODS PROPERTY OWNERS ASSOCIATION, INC., which shall be responsible for maintenance and

upkeep. Additionally, HERITAGE WOODS PROPERTY OWNERS ASSOCIATION, INC. shall be responsible for maintenance of any and all subdivision roads and streets which are not accepted into the public road system.

VII.

MAINTENANCE CHARGES

1. Assessments for road maintenance consistent with the By-Laws of HERITAGE WOODS PROPERTY OWNERS ASSOCIATION, INC., shall be levied from time to time by HERITAGE WOODS PROPERTY OWNERS ASSOCIATION, INC., against each presently constituted lot.

2. Each assessment shall be due on such reasonable due date as may be established by HERITAGE WOODS PROPERTY OWNERS ASSOCIATION, INC. and the total amount of each assessment shall be established by HERITAGE WOODS PROPERTY OWNERS ASSOCIATION, INC., in accordance with its By-Laws.

3. Any assessment not paid within thirty (30) days after the due date thereof shall bear interest from the due date at the then current legal interest rate. The acceptance of a deed by a grantee shall be construed to be a covenant by the grantee(s) to pay said assessment, which shall run with the land and be binding upon the grantee, his successors, heirs, and assigns.

4. Said assessment, if unpaid when due, shall constitute a lien upon the subject lot, which may be foreclosed in the same manner as a real estate mortgage, with interest, costs, and attorneys fees to be added to the amount of such unpaid assessment.

5. Said lien for assessments must be established by, and

shall be effective from the time of, filing of a Notice of Lis Pendens in the Office of the Clerk of Court for Greenville County.

6. Said lien for assessments shall be subordinate to the lien of any mortgage, lien of laborers, contractors or materialmen furnishing labor and materials in connection with the construction of improvements located on said property, unless such lien is filed subsequent to the filing of said Notice of Lis Pendens as set forth in Section 5 of this Paragraph VII. Sale or transfer of any lot shall not affect the assessments lien; however, the sale or transfer of any lot pursuant to foreclosure of any lien enumerated above shall extinguish the lien for assessments as to assessments which became due prior to such sale or transfer but for which no Notice of Lis Pendens has been filed. Nothing herein shall affect the collection of any charges that shall become payable after the acquisition of title by a subsequent bona fide purchaser for value.

7. Declarant or its successors and assigns acting in the capacity of developer shall be exempt from such assessments on all property within the subdivision.

VIII.

SIGNS

No advertisement or any advertising device of any character shall be erected, posted, displayed or permitted on or about any part of said property except one sign of not more than five (5) square feet in area advertising the property for sale.

IX.

RESERVATIONS, SERVITUDES, AND EASEMENTS

All of the covenants, restrictions, reservations, servitudes

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and easements set forth in this Declaration are imposed upon said property for the direct benefit thereof and of the owners thereof as a part of the general plan of development, improvement, building equipment and maintenance of said property. Each grantee or purchaser under contract of sale or agreement of purchase accepts the same subject to the covenants, restrictions, reservations, servitudes and easements set forth in this Declaration and agrees to be bound by each such covenants, restrictions, reservations, servitudes and easements. Such covenants, restrictions, reservations, servitudes and easements shall run with the land and continue automatically and without further notice from that time or a period of ten (10) years each without limitation unless within six (6) months prior to the expiration of any successive period of ten (10) years thereafter, a written agreement executed by the then record owners of lots in the property subject to this Declaration having an aggregate area equivalent to not less than 60% of the area of the total number of lots then subject to this Declaration shall be placed on record in the appropriate public record book, in which agreement any of the covenants, restrictions, reservations, servitudes and easements may be changed, modified, waived or extinguished in whole or part as to all or any part of the property then subject thereto in the manner and to the extent therein provided.

2. In the event that any such written agreement of change or modification be fully executed and recorded, the original covenants, restrictions, reservations, servitudes and easements as therein modified shall continue in force for successive periods of

ten (10) years each unless and until further changed, modified or extinguished in the manner herein provided.

3. Damages are hereby declared not to be adequate compensation for any breach of the covenants, restrictions, reservations, servitudes, or assessments of this Declaration, but any such breach and the continuance thereof may be enjoined, abated and remedied by appropriate proceedings by the Declarant or an owner of any lot of said property.

X.

VIOLATION OF COVENANTS, RESTRICTIONS

RESERVATIONS, SERVITUDES AND EASEMENTS

A breach or violation of any of the covenants, restrictions, reservations, servitudes and assessments shall give to the Declarant the right to immediate entry upon the property upon which such violation exists and summarily to abate and remove at the expense of the owner thereof, any erection, structure, building, thing, or condition that may be or exists thereon contrary to this Declaration and to the true intent and meaning of the provisions hereof, and the Declarant shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal, nor shall the Declarant be liable for any damages occasioned thereby. The result of every act or of omission or commission or the violation of any covenant, restriction, reservation, servitude and easement in whole or in part, is hereby declared to be and to constitute a nuisance and every remedy at law or equity against a nuisance, either public or private shall be applicable against any such owner of any lot and may be prohibited and enjoined by an injunction.

Such remedy may be deemed cumulative and not exclusive where an action, suit or other judicial proceeding is instituted or brought for the enforcement of these covenants, restrictions, reservations, servitudes, and easements. The losing party in such litigation shall pay all expense, including a reasonable attorney's fees incurred by the other party in such legal proceeding.

XI.

RIGHT TO ENFORCE

The provisions contained in this Declaration shall bind and insure to the benefit of and be enforceable by the Declarant or by the owner or owners of any portion of said property, and each of their legal representatives, heirs, successors and assigns, and failure by the Declarant or by the owner or owners of any portion of said property or their legal representatives, heirs, successors and assigns, to enforce any of such covenants, restrictions, reservations, servitudes, and easements herein contain shall in no event be deemed a waiver of the right to do so thereafter, unless otherwise herein provided.

XII.

ASSIGNMENT OF POWERS

Any and all rights and powers and reservations of the Declarant herein contained may be deeded, conveyed, or assigned to another corporation, co-partnership, or individual evidencing its consent in writing to accept such assignment and to assume such duties and powers it shall, to the extent of such deed, conveyance or assignment, have the same rights and powers and be subject to the same obligations and duties as are given to or as assumed by

the Declarant herein, and thereupon Declarant shall be relieved of the performance of any other duty or obligation hereunder to the extent of such deed, conveyance, or assignment. In the event Declarant shall convey all of his right, title, and interest in and to the real property described herein and shall assign all of his rights, powers, and privileges under this Declaration to another corporation, co-partnership or individual, and such assignee should by instrument in writing duly executed, acknowledged and recorded in the appropriate record books of the county, accept such conveyance and assume and agree to be bound by each and all of the obligations and duties hereby imposed upon the Declarant, then and in that event Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such other corporation, co-partnership, or individual shall succeed to all of the rights, powers, reservations, obligations, and duties as those such other party had originally been named as Declarant.

XIII.

THE VARIOUS PARTS OF THIS
DECLARATION ARE SEVERABLE

In the event any clause, subdivision, term, provision or part of this Declaration should be adjudicated by final judgement of any court of competent jurisdiction to be invalid or unenforceable, then disregarding the paragraph, subdivision, term, provision or part of this Declaration as adjudicated to be invalid or unenforceable, the remainder of this Declaration and each and all of its terms and provisions not so adjudicated to be invalid or unenforceable shall remain in full force and effect, and each and

all of the paragraphs, subdivisions, terms, provisions, or parts of this Declaration are hereby declared to be severable and independent of each other.

IN WITNESS WHEREOF, the undersigned has hereby set his hand and seal this 11 day of October, 1994.

IN THE PRESENCE OF:

DECLARANT:
W.T. Lindsey by his Attorney in fact
BY: Claude Alvin Bailey
Claude Alvin Bailey his attorney-in-fact

Helen Lindsey by her Attorney in fact
BY: Claude Alvin Bailey
Claude Alvin Bailey his attorney-in-fact

TERRA/Ans
Catalie Burns

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named W.T. Lindsey and Helen Lindsey, by Claude Alvin Bailey, their attorney-in-fact sign, seal and as their act and deed deliver the within written Restrictive Covenants and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Catalie Burns

SWORN to before me this 11 day of October, 1994.

TERRA/Ans
Notary Public for South Carolina
My Commission Expires: 1-30-99

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FILED FOR RECORD IN GREENVILLE
COUNTY SC LMC OFFICE AT 11:49 AM
10/11/94 RECORDED IN DEED
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REC # 94081235

Donna T. Lindsey

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