



*Timothy J. Hanney*

STATE OF SOUTH CAROLINA	)	<b>AMENDED AND RESTATED</b>
	)	<b>DECLARATION OF COVENANTS,</b>
	)	<b>CONDITIONS AND RESTRICTIONS FOR</b>
	)	<b>SUGAR CREEK VILLAS CONDOMINIUM</b>
COUNTY OF GREENVILLE	)	<b>AND PATIO HOMES</b>

WHEREAS, Trendsetter Development Company, Inc., a South Carolina corporation, hereinafter sometimes called "Declarant", was the owner of the property described in Exhibit "A" annexed to the original Declaration of Covenants, Conditions and Restrictions for Sugar Creek Villas Condominium and Patio Homes recorded September 15, 1980 the Office of the Register of Deeds for Greenville County in Book 1133 at Page 0356 ("the original declaration") and made a part thereof by reference, and hereinafter called the "Property", and

WHEREAS, Declarant subjected a portion of the Property to the Horizontal Property Act of South Carolina to form a condominium regime known as "Sugar Creek Villas Horizontal Property Regime", hereinafter sometimes called "Sugar Creek Villas", on which portion of the property Declarant constructed one hundred forty-four (144) condominium units, and

WHEREAS, Declarant subdivided a portion of the Property into a subdivision of twenty-one (21) patio home lots, and

WHEREAS, Declarant constructed a swimming pool, bathhouse, and tennis courts and a private street on a portion of the property, for the use and benefit of the owners of the condominium units and patio home lots, and

WHEREAS, Declarant conveyed said swimming pool, bathhouse, and tennis courts, and the land on which they are constructed, and the private street to be known as Tanager Circle, to a South Carolina corporation known as "Sugar Creek Villas Recreation Association, Inc.", hereinafter called "Recreation Association", and

WHEREAS, membership in the Recreation Association shall consist of the condominium unit owners and patio home lot owners, and the within covenants, conditions and restrictions are imposed against the Property for the purpose of protecting the value and desirability of said Property, and to insure the systematic, uniform and harmonious operation, repair and maintenance of said swimming pool, bathhouse, tennis courts and private street,

WHEREAS, Declarant has transitioned control of the Recreation Association to the Members thereof who now wish to amend and restate the original declaration,

NOW, THEREFORE, the amendment provisions of the Original Declaration having been met, this Amended and Restated Declaration shall now control. The Property described in Exhibit A to the Original Declaration shall be held, sold and conveyed subject to the easements, restrictions, covenants, conditions, and other terms and provisions contained in this Amended and Restated Declaration, which shall bind the land, run with the land, and be binding upon all parties having any right, title, or interest in such Property or any part thereof, their heirs, successors, successors in title, and assigns.

**ARTICLE I  
USES PERMITTED AND PROHIBITED**

1. All numbered patio home lots and condominium units shall be used only for single family residences, and may allow two or more non-related persons to occupy a condominium unit.
2. No business shall be allowed upon the Property, nor any use or practice which is the source of annoyance to residents, or which interferes with the peaceful possession and proper use of the Property by its residents. All parts of the Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. Owners patio home lots or condominium units may seek written approval for operation of home offices. However, no home office which increases traffic to the neighborhood or otherwise interferes with the peaceful use and enjoyment of the Property will be approved.
3. No immoral, improper, offensive or unlawful use shall be made of the Property, nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.
4. The Board of Directors may impose other restrictive covenants and Rules and Regulations, including the right to fine Owner for violation of same, on the patio home lots.

**ARTICLE II  
TANAGER CIRCLE**

The street known as Tanager Circle shall be a private street, owned in fee simple by Sugar Creek Villas Recreation Association, Inc. Said street shall be a nonexclusive easement for the benefit of unit owners in Sugar Creek Villas Horizontal Property Regime and the owners of the patio home lots, for the purpose of ingress and egress, and for the purpose of maintaining, replacing and repairing of utilities. Said easement shall be permanent, shall be for the benefit of the Property in Sugar Creek Villas Horizontal Property Regime, its unit owners and the owners of patio home lots, their heirs, successors and assigns, and shall run with the property. Tanager Circle is not a public right of way, and will not be maintained by Greenville County, unless it is subsequently dedicated to the public and accepted by the County, according to County standards.

**ARTICLE III  
RECREATIONAL FACILITIES**

1. Declarant constructed at its expense, a swimming pool, bathhouse, and tennis courts on the Recreation Association property.
2. Said recreational facilities shall be for the benefit and use of the condominium unit owners and patio home lot owners.

3. Membership in Sugar Creek Villas Recreation Association, Inc.:

Any person becoming an owner of a unit in Sugar Creek Villas Horizontal Property Regime and/or an owner of a patio home lot shall automatically become a member of Sugar Creek Villas Recreation Association, Inc., and be subject to the By-Laws and restrictions for said association. Such membership shall terminate without formal action of said Sugar Creek Villas Recreation Association, Inc. whenever such person ceases to be an owner, but such termination shall not relieve any such former owner from any liability or obligations incurred under or in any way connected with, said Sugar Creek Villas Recreation Association, Inc., during such period of ownership and membership, or impair any effective remedies of said Sugar Creek Villas Recreation Association, Inc.

When more than one person hold title to a unit or patio home lot, the vote on all matters upon which the members of said Sugar Creek Villas Recreation Association, Inc. are entitled to vote shall be limited to one (1) vote per unit and/or patio home lot to be exercised as such owners determine among themselves.

4. An assessment shall be levied by the Recreation Association against each condominium unit and patio home within the Property. Said assessment shall apply equally to each completed condominium unit and patio home. Said assessment shall be due and payable to the Recreation Association on the first day of each month, unless otherwise decided by the Recreation Association. Any owner of a condominium unit or patio home lot hereby grants the Recreation Association a lien, in favor of the Recreation Association, to secure payment of all assessments, fines, costs of collection and reasonable attorney's fees. Said lien secures all attorney's fees associated with collection of the assessment debt whether a lawsuit is filed or not.

5. The assessment shall be an amount based on the estimate of common expenses for the Recreation Association to operate, maintain, repair, insure, create reserves for, and pay taxes upon the recreation facilities and Tanager Circle and water and sewer lines with Tanager Circle.

6. A late charge determined by the Board of Directors shall be added to any assessment not paid within ten (10) days after the due date.

7. The acceptance of a deed by a grantee shall be construed to be a covenant by the grantee(s) to said assessment, which shall run with the land and be binding upon the grantee, his successors, heirs and assigns. No person may waive or otherwise escape liability hereunder by the non-use of the facilities of the corporation or abandonment of the property.

8. The corporation shall have the right to suspend the voting rights and right to use the recreational facilities of a resident for any period during which any assessment against his property remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. In addition, the corporation shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this instrument. In the event of non-payment of any assessment as set forth herein, the corporation may bring an action at law against the owner(s) personally obligated to pay same or foreclose a lien against the property in the same

manner that a real estate mortgage is foreclosed and interest, costs and attorneys' fees shall be added to the amount of such assessment. The lien of the corporation against the property arises when an assessment or fine goes unpaid and the Recreation Association may record a Notice of Lien in the Office of the Register of Deeds of Greenville County. Failure by the corporation, or any owner, to enforce any covenant or lien herein contained shall in on event be deemed a waiver of its right to do so.

9. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage, lien of laborers, contractors or material men furnishing labor and materials in connection with the construction of improvements located on said property, unless prior to the filing thereof Notice of Lis Pendens has been filed by the corporation of foreclosure due to nonpayment of its assessment. Sale or transfer of any residence shall not affect the assessment lien, however, the sale or transfer of any lot pursuant to foreclosure of a mortgage or materialmen's or mechanic's lien, or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer, unless the Recreation Association recorded a Notice of Lien as discussed above. Nothing herein shall affect the right of the corporation to enforce the collection of any charges that shall become payable after the acquisition of title by a subsequent bona fide purchaser for value.

#### **ARTICLE IV MISCELLANEOUS**

1. The Covenants herein contained are to run with the land and shall be binding on all persons claiming under them until the 31<sup>st</sup> day of December, 2005, 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.

2. 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 covenants, and either to prevent him or them from so doing or to recover damages or other dues to such violation.

3. In any effort or action taken by the Recreation Association to enforce the terms of this Amended and Restated Declaration, the Recreation Association shall be entitled to recover from the violator all costs and reasonable attorneys fees.

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.

Capitalized terms used herein shall have the meaning set out in this Amended and Restated Declaration. Any capitalized terms used but not defined herein shall have the meaning set out in the Original Declaration. All Exhibits to the Original Declaration and any subsequent amendment remain unchanged.

**This Amended and Restated Declaration is intended to be and shall be deemed to be a sealed instrument, governed by a twenty (20) year statute of limitations per S.C. Code Ann. § 15-3-520.**

**This Amended and Restated Declaration shall be effective on the date that it is recorded with the Office of the Register of Deeds for Greenville County.**

IN WITNESS WHEREOF, Sugar Creek Villas Recreation Association, Inc. has by its duly authorized officer caused this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugar Creek Villas Condominium and Patio Homes to be executed under seal, and by executing this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugar Creek Villas Condominium and Patio Homes, the undersigned duly authorized officer acknowledges, affirms, and certifies that this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sugar Creek Villas Condominium and Patio Homes has been duly approved, adopted, and authorized.

*[SIGNATURE PAGE TO FOLLOW]*

SIGNED SEALED AND DELIVERED  
in the presence of:

SUGAR CREEK VILLAS RECREATION  
ASSOCIATION, INC.

Kim R. Christopher  
(witness #1)

By: John S. Taylor (L.S.)

Print Name: John S. Taylor

Sharon Lotz  
(witness #2)

Its.: President

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF Greenville )

**ACKNOWLEDGEMENT**

I, Clinton Morrison, Notary Public for the State of South Carolina, do hereby certify that Sugar Creek Villas Recreation Association, Inc., by John S. Taylor, its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 22 day of June, 2021.

Clinton Morrison  
Notary Public for South Carolina  
My Commission Expires: 9-25-2027

