



Timothy J. Hanney

STATE OF SOUTH CAROLINA)
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 COUNTY OF GREENVILLE)
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**AMENDED AND RESTATED
 DECLARATION OF COVENANTS,
 CONDITIONS & RESTRICTIONS FOR
 PATIO HOMES AT SUGAR CREEK**

WHEREAS, Trendsetter Development Company, Inc., a South Carolina corporation of Greenville, Greenville County, South Carolina, hereinafter referred to as "Declarant" recorded the Declaration of Covenants, Conditions & Restrictions for Patio Homes at Sugar Creek ("Declaration") on August 28, 1981 in the Greenville County Register of Deeds Office in Book 1154 at Page 297.

WITNESSETH:

WHEREAS, the Patio Home Owners now desire to amend and restate the Declaration as follows; and

WHEREAS Declarant developed 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 R.M.C. 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.

AND ALSO

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, amended February 24, 1981, August 25, 1981, and January 21, 1982, prepared by C.O. Riddle, R.L.S., and recorded in the R.M.C. Office for Greenville County in Plat Book 8-P at Page 54, and being known and designated as Lots 37 through 46, inclusive, of the Patio Home Lots shown thereon.

NOW, THEREFORE, the Owners hereby reaffirm 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, except the Board of Directors of the Sugar Creek Recreation Association, Inc., may approve home offices so long as the home office does not increase traffic to the neighborhood or cause a nuisance to surrounding lots.

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. Pursuant to federal law, permissible antennas and satellite dishes may be installed in preferred locations identified by the Board of Directors in the Rules and Regulations, or at the rear of the lot, but not on Common Areas, in the least visible location from the road, provided acceptable signal quality is available and placement would not impose unreasonable expense or delay.

8. Lawn and landscaping will be maintained neatly, adding to the appearance expected for Homeowners Association properties.

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. Garage doors shall be kept closed but are allowed to be partially opened for airflow or opened for personal enjoyment only when the Owner is occupying the garage. No activity that generates excessive noise shall be allowed. The Board of Directors, in its sole discretion, is authorized to determine what constitutes excessive noise or disturbance.

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 being 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. Any Owner desiring to plant any climbing plant or mechanically attach anything to a

dwelling on a lot must first have the plans for same approved by the Architectural Committee and then receive the written permission of the Owner of his or her neighboring lots to the extent the planting and/or attachment touch the neighboring lot.

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

16. Members may not lease less than one hundred percent (100%) of their Lots. Each lease must be in writing and filed with the Manager. The minimum term of the lease agreement shall be one year.

II. APPROVAL OF PLANS – CHANGES

1. 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 residence 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 sixty (60) days after said plans have been submitted 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.

III. 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 overhanging the roof of one building over the lot line of the adjacent lot up to two (2) feet.

**IV.
MISCELLANEOUS**

1. No signs shall be permitted on any residential lots except that a single sign offering property for sale may be placed in the window of a dwelling or on the Lot.

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. Amendments may be made at any time by vote of the majority of the then owners of the lots.

3. All Patio Home Owners are expected to abide by all general Sugar Creek Villas Recreation Association rules and regulations and all rules and regulations with are not specific to the condominiums, including but not limited to speed limits, parking, vehicles, streets, pets and the use of the Common Areas and Recreation Facilities.

**V.
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 lines 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 the 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 assign, 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 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.

Enforcement: In addition to any other rights, remedies or enforcement mechanisms provided for herein, the Association, or an aggrieved Owner in the appropriate case, shall also have the right to enforce, by any proceeding at law or in equity, the provisions of this Declaration, the rules and regulations and/or any other governing document of the Association. An Owner shall be responsible and liable for the actions and violations of the Owner, all tenants, and all other occupants, as well as the actions and violations of all guests, agents, invitees, licensees, or contractors of the same. Any failure by the Association or by any Owner to enforce any provision of this Declaration or the rules and regulations of the Association shall in no event be deemed a waiver of the right to do so hereafter. All costs and expenses incurred by the Association in connection with enforcement of the provisions of this Declaration or the rules and regulations of the Association, including reasonable attorneys' fees, whether or not any suit is brought and whether incurred before or after any suit is brought, shall be paid by the Owner against whom enforcement is sought and shall constitute a charge and continuing lien upon such responsible Owner's lot and shall be added to and become part of the assessments to which the Owner's lot is subject; therefore, all provisions of this Declaration, the rules and regulation and/or any other governing document of the Association governing enforcement and collection of delinquent assessments shall also apply to the collection and enforcement of such costs and expenses.

Self-Help. In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon a lot or any portion of the Common Areas or facilities to abate or remove, using such force as may be reasonably necessary, any erection, thing or condition which violates this Declaration, the rules and regulations, or the use restrictions. Unless an emergency situation exists, the Board shall give the violating Owner ten (10) days' written notice of its intent to exercise self-help. All costs of self-help, including reasonable attorney's fees actually incurred shall be assessed against the violating Owner and shall be collected as provided for herein for enforcement actions.

Fines. In addition to the foregoing, the Association, by and through its Board of Directors, shall also have the right to levy reasonable monetary fines for violations of the provisions of this Declaration and/or the rules and regulations of the Association. As set forth above, an Owner shall be responsible and liable for the actions and violations of the Owner, all tenants, and all other occupants of the lot, as well as the actions and violations of all guests, agents, invitees, licensees, or contractors of the same, and as such, an Owner may be fined for violations by any of the same

and shall be responsible for payment of any fines levied as a result of a violation by any of the same. Any fines levied shall constitute a charge and continuing lien upon the responsible Owner's lot, and such fines shall be added to and become part of the assessments to which the Owner's lot is subject, and therefore all provisions of this Declaration and/or the rules and regulation of the Association governing enforcement and collection of delinquent assessments shall also apply to the collection and enforcement of any fines levied by the Association. The issuance of any fine(s) for a violation shall not constitute an election of remedies, nor a waiver of any right to pursue any other additional enforcement mechanisms concerning the violation provided for by the Declaration and/or the rules and regulations of the Association. The Board of Directors of the Association, in its discretion, may adopt and publish policies and procedures pertaining to the issuance of any fines set forth herein, which may be amended from time.

Hearing. An Owner disputing a noticed violation may request a Hearing before the Board within ten (10) days of the notice provided thereof. If the Owner fails to present a written request for a hearing within this ten (10) day period, the Owner has waived his/her right to a Hearing and impliedly consented to the validity of the violation and monetary fine.

Rules and Regulations. The Board of Directors shall have the authority to promulgate and enforce rules and regulations, to include conduct on the lots, the Common Areas and roadways within the Property. All rules and regulations shall be published to the Owners prior to their enforcement.

Capitalized terms used herein shall have the meaning set out in this Amended and Restated Declaration of Covenants, Conditions & Restrictions for Patio Homes at Sugar Creek. Any capitalized terms used but not defined herein shall have the meaning set out in the Original Declaration. All Exhibits to the Original Declaration remain unchanged.

This Amended and Restated Declaration of Covenants, Conditions & Restrictions for Patio Homes at Sugar Creek 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 of Covenants, Conditions & Restrictions for Patio Homes at Sugar Creek 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 & Restrictions for Patio Homes at Sugar Creek to be executed under seal, and by executing this Amended and Restated Declaration of Covenants, Conditions & Restrictions for Patio Homes at Sugar Creek, the undersigned duly authorized officer acknowledges, affirms, and certifies that this Amended and Restated Declaration of Covenants, Conditions & Restrictions for Patio Homes at Sugar Creek 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.

Lina R. Christopher
(witness #1)

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

Print Name: John S. Taylor

Sharon K. Jordan
(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

