

STATE OF SOUTH CAROLINA )  
COUNTY OF ANDERSON )

DECLARATION OF  
PROTECTIVE COVENANTS, RESTRICTIONS,  
RESERVATIONS AND EASEMENTS FOR  
ASHWOOD

KNOW ALL MEN BY THESE PRESENTS, that the undersigned are owners and developers of those certain lots of land known as Ashwood being particularly shown on a plat of same by Earl O'Brien SC Registered LS # \_\_\_\_\_ plat being duly of record in the Office of the Clerk Of Court for Anderson County, South Carolina, in Slide \_\_\_\_\_ Page \_\_\_\_\_

Whereas, said tract of land as shown and the lots therein contained and as referenced above have been divided into residential lots.

NOW, THEREFORE, in consideration of the benefits accruing to the present and future owners of the lots of land included in said area on said plat, we do hereby impose the following, Residential Area Protective Covenants, Restrictions, Reservations and Easements which shall be applicable to all of the lots in said subdivision as referenced above.

1. Definitions:

- A. " Dwelling " shall mean and refer to a structure containing one unit which shall be used for residential purposes only.
- B. " Lot " shall mean and refer to any plot of land, other than road areas shown on a recorded subdivision plat of the property, and upon which dwelling has been or may be constructed. Further, a " lot " on the subdivision plat shall be designated by a single Arabic number.
- C. " Declarant " shall mean and refer to CTS PARTNERSHIP, their prospective heirs, executors, successors, and assigns, or to some successor to whom the rights of the Declarant as expressed in this Declaration might be expressly transferred.

2. Residential Use:

- A. No lot shall be used except for residential purposes and only one family residential dwelling shall be erected, altered, placed or permitted on any lot.

3. Building type:

- A. Each lot shall be used for one single family of the cost, quality, and size described hereinafter.
- B. All drives shall be constructed of concrete, asphalt, or other materials which are approved by Declarant.
- C. No mobiles, prefabricated buildings, trailers, or any temporary structure shall be permitted for residential purposes on any lot.

4. Dwelling cost, quality, and size:

- A. No dwelling shall be placed on any lot at a cost of less than ninety thousand dollars (\$90,000.00), based upon prices prevailing as of this date, it being the intent and purpose of this covenant to assure that any dwelling shall be of a quality design and workmanship and materials substantially the same or better than that which can be produced on the date that these covenants are recorded at the minimum cost shared herein for the minimum permitted dwelling size
- B. Each dwelling shall have a minimum of TWELVE HUNDRED (1200) square feet of heated living area and shall be of the same design of the building as provided by Declarant to purchasers of lot.

5. Building location:

- A. No part of any building shall be located on any lot nearer than fifty (50) feet to the front lot line, and no part of any building shall be located nearer than fifteen (15) feet to an interior lot line. No dwelling shall be located on any interior lot nearer than twenty (20) feet to the rear lot line.
- B. Garages must have doors.

6. Temporary structures:

- A. No structure of a temporary character, such as mobile homes, house trailers, preconstruction buildings of any type, (including mobile homes with wheels removed), campers, basement, tent, shack, garage, barn or other outbuildings, shall be used or left on any lot at any time as a residence either temporarily or permanently, nor shall it be permissible to stockpile any form of construction materials or any other substance or the parking of equipment on any lot which would be unsightly to the community, except during the actual time of construction of said house.

7. Architectural control:

- A. No building shall be erected, constructed or placed upon any lot until the construction plans and specifications and a plan showing the location of the structure, including driveway configuration have been approved in writing by the Declarant as to the quality of workmanship and materials, the harmony of the external design with the existing structures and as to location with respect to topography and finished grade elevation. Approval or disapproval by the Declarant for construction of the buildings or usage of the lot shall be given in writing within 21 days after the Declarant hereof has received said plans. In the event the Declarant fails to approve or disapprove the plans and specifications of proposed construction on or before the 21<sup>st</sup> day after submission to the Declarant, or in any event, if no action has been commenced to enjoin the construction prior to the start thereof, approval will not be required and compliance with the related covenant will be deemed to have been met. Notices have to be in writing and dated.

8. Subdivision of lots:

- A. No lot shall be sub-divided, or its boundary lines changed except with the written consent of the Declarant; however, the Declarant hereby expressly reserves the right to replat any one or more lots shown on the plat of the said subdivision.

9. Easements:

- A. Easements for installation and maintenance of utilities and drainage facilities are reserved along and over the outside eight (8) feet of said lot on all sides thereof.

10. Fencing and sight distance:

- A. No fencing shall be used to enclose the front, side or rear yard, except if constructed of picket, rail, or other decorative materials for landscaping or ornamental purposes as approved by the Declarant. Rear yard may be enclosed with a wood fence or other similar material acceptable to Declarant. No chain-link or similar type of fencing shall be allowed. No fence shall be constructed which is higher than 60 inches.
- B. No fencing shall be constructed of shrubbery, plants, or trees permitted to grow to such a height as will obstruct or diminish a clear view of intersecting streets adjacent to any lot. The Declarant reserves a right and easement to remove, at the expense of the owner of the lot in question, such obstruction which in the view of the Declarant creates a hazardous or unsafe conditions to travelers in the area.

11. Paved driveways:

- A. Prior to completion of construction of any unit on any lot, the owner of such lot shall install at such owner's expense a suitable driveway from the paved portion of the abutting street of a design and location approved by the Declarant. All proposed driveways shall be constructed of concrete only.

12. Satellite dishes and electronic equipment:

- A. Television satellite receivers shall be permitted if they are of the 18" diameter type but their placement must be approved in writing by the Declarant. No other exterior electronic or electric equipment or devices of any kind shall be installed or permitted to remain on the exterior of any structure located on the Real Property unless the location, size, and design thereof shall have been approved in writing by the Architectural Committee.

13. Elevation of lot:

A. No substantial changes in the elevation of the land shall be made on the premises, without written approval of the Declarant.

14. Construction:

A. Construction of any building or structure must be completed within one (1) year after commencement of construction.

15. Yard maintenance:

A. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any part of the property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere in sight.

16. Signs:

A. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than two (2) feet square, advertising the property for sale or rent, or one sign not more than five (5) feet square advertising the property for sale or rent by the builder or other signs by a builder to advertise the property during construction and sales period of same house. However, the Declarant specifically reserves the right to put one or more signs in appropriate areas of the subdivision stating the name of the subdivision with such other information which might be appropriate. Further, the Declarant specifically reserves the right to put one or more signs in appropriate areas of the subdivision, stating the name of the street. Certain lots will have express easements reserved to the Declarant for the erection of street signs and/or subdivision signs, which easement shall be expressly declared at the time that the lot in question is conveyed by the Declarant to a purchaser.

17. Sewage disposal:

A. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Anderson County Health Department or other such governmental agency or authority as may be authorized by law to approve private sewage disposal systems. Approval of such system as installed shall be obtained from such authority.

18. Garbage and refuse disposal:

A. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in containers approved for sanitary condition. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

19. Nuisances:

- A. No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property.

20. Animals, livestock and poultry:

- A. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

21. Vehicle cover:

- A. No commercial or disabled vehicles, motor homes, campers, or like equipment or mobile or stationary trailers of any kind shall be permitted on any lot of the subdivision.
- B. Boats may be stored under cover of a garage or similar building approved by Declarant.
- C. No lot shall be used to repair or restore any motor vehicle or boat, whether the work is performed by owner or any other party.

22. Mailbox:

- A. Each lot may have one mailbox of a design selected by Declarant. Declarant will provide a listing of acceptable mailboxes.

23. Manner of use property:

- A. Nothing shall be kept and no activity shall be carried on in any building, or dwelling which will increase the rate of insurance. No owner shall do or keep anything, nor cause or allow anything to be done or kept, in his dwelling which will result in the cancellation of insurance on any portion of the property or the contents thereof, or which will be in violation of any law, ordinance, or regulation. No waste shall be committed on any portion of the property or facilities.
- B. Nothing shall be done in or to any dwelling or in, to, or upon any facilities which will impair the structural integrity of any building, dwelling, or portion of the facilities or which would impair or alter the exterior of any building thereof, except in the manner provided in this Declaration.
- C. No immoral, improper, offensive or unlawful use shall be made of the property, or any part thereof, and all valid laws, ordinances, and regulations of all governmental agencies having jurisdiction thereof shall be observed.
- D. No industry, business, trade, occupation, or profession of any kind, whether commercial or otherwise, shall be conducted, maintained, or permitted on any part of the property, except that the Declarant or its agents may use any unsold

dwelling for sales or display purposes. This provision nor any other provision of this declaration shall be construed to prevent the rental of dwellings by individual owners, provided the use made of said dwelling complies with the other provisions of this declaration.

24. Terms:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of five (5) years unless instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants, in whole or in part. In determining a majority of the owners, the owner(s) of each including the Declarant, shall have one vote for each lot owned.

25. Homeowners' Association:

In order to establish, regulate, and maintain certain common areas within the subdivision for the general use and benefit of all lot owners, each and every owner, in accepting a deed or contract for deed for any lot in the subdivision, including any individual, individuals, or entity that might acquire an ownership interest in any lot by virtue of a devise or intestate succession or by other method, including but not limited to the holder of a mortgage as security in good faith for value which acquires an interest through foreclosure; agrees to and shall be a member of and be subject to the obligations and duly enacted by-laws and rules of the Ashwood Homeowner's Association, Inc. a non-profit corporation (For membership rules, see paragraph 26 hereinafter, entitled "HOMEOWNER'S ASSOCIATION MEMBERSHIP.") Declarant agrees to establish such a corporation and to convey to it, prior to or at the time that twenty-four (24) lots are sold in the subdivision, all common areas as designated on the plats of the subdivision ( or on such subsequent plats as the Declarant may commission), said plat or plats to be recorded simultaneously with a written declaration furnishing notice that said corporation has been established and said common areas are being conveyed to said corporation, Provided, however, that Declarant specifically reserves the right to itself and its heirs, administrators, successors, and assigns for the option of first refusal to re-acquire said common area or areas at a total cost of one dollar (\$1.00) if the common area or areas so designed on said plat or plats are ever abandoned or offered for sale by the Ashwood Homeowner's Association, Inc. The Declarant shall not be a member of the Homeowner's Association in its capacity as a developer and shall not be required to pay any membership fees or annual dues or assessments as may be levied from time to time by the Association.

26. Homeowners' Association Membership:

At such time as an ownership interest is acquired in a lot pursuant to the terms of paragraph 25 above referenced, a share of stock in Ashwood Homeowners'

Association Inc., shall be transferred to each lot owner upon the payment of the then established share value, which share shall be non-assignable and shall be transferable only with the conveyance of the lot from time to time. As referenced below, membership in the homeowners' Association shall be appurtenant to and may not be separated from ownership of the property which is subject to assessment. As any lot within the subdivision is re-conveyed, the ownership of the one share of Ashwood Homeowners' Association, Inc. shall automatically vest and the owner shall notify the Association of the conveyance of said lot and shall immediately deliver custody and possession of the original share of stock in the association to the Association. The Association shall be charged with effecting a change of name on the cooperate books and issuing a new share of stock to the new lot owner, simultaneously canceling the old share of stock. In the event a lot shall be sold without notice being given to the Association, and if the share of stock is not delivered within thirty (30) days from the date of sale to the Association, then said share of stock belonging to the selling lot owner shall be marked as canceled on the books of the Association, and the secretary of the Association shall issue a new share of stock to the new lot owner, dated the date of the deed recordation.

**27. Assessments:**

Any Grantee, his heirs, executors, administrators, successors, and assigns, in accepting a deed or contract for deed to a lot in the subdivision, conveys and agrees to pay from time to time as the Ashwood Homeowner's Association, Inc., shall elect the pro rata share of the expenses incurred by the Association for the establishment and maintenance of the common area of the subdivision provided for the benefit of the residents of and property owners in the subdivision. Such assessment shall be levied by the Association in accordance with its by-laws. The assessment in this regard shall be paid promptly when same becomes due, and in the event of a lot owner's failure to pay same promptly when due, the amount of assessment, together with interest at the legal rate and the penalty as established below and as regulated from time to time by the Association, shall constitute a lien upon the premises of each resident or property owner shall remain a lien until paid in full, and may be enforced in equity as in the case of any lien foreclosure. The sale or transfer of any lot in the subdivision shall not effect any lien for assessment provided herein. If any owner of a lot desires to sell a lot, he may, in order to ensure a prospective purchaser that no charges or assessments remain unpaid, request from the Homeowner's Association, a written certification that no past due charges or assessments exist, whereupon it shall be the duty of the Homeowner's Association to so certify immediately upon request and without charge. As the case may be, the Association may also certify that certain charges remain unpaid, in which event the Association shall not be required to transfer membership on its books or allow the exercise of any rights or privileges of membership by any member unless and until all the assessments and charges due have been paid. The bylaws of Ashwood Homeowners' Association, Inc., shall provide that after the initial assessment amount has been established by

Declarant, that said assessment may be increased or decreased as is necessary to defray expenses for the maintenance of the common areas. The failure of a resident or property owner to pay any assessment may be enforced either jointly or severally by the Homeowners' Association, by the Declarant, or by other property owners in the subdivision. Membership in the Homeowners' Association shall be appurtenant to and may not be separate from, ownership of the property which is subject to assessment. The owner of every lot in the subdivision shall be a member of the Association and shall be entitled to one (1) vote. In the event a joint ownership of a lot, and said owners will be entitled to only one (1) vote as determined between them; and if an agreement can not be reached by said joint owners at the time of the vote, then the vote shall not be counted.

#### 28. Initial Fees and Assessment

There shall be an initial membership fee assessment in the amount of fifty-dollars (\$50.00) (which amount shall be subject to change as improvements are erected and as the value of the property in the subdivision increases) for each lot for the privilege of being a member of the Ashwood Homeowners' Association, Inc. This initial fee shall be paid to the Association at the time of the forming of the Homeowners' Association. This is a one time fee for each lot, and once a lot has been purchased from Declarant there will be no additional membership fee at the time of subsequent conveyance or transfer of title. This initial membership fee shall be used to establish a reserve account for the Association, which money shall be used for the maintenance of the common areas, the subdivision entrance, street or road signs, and any gate or gatehouse that might be erected at the main entrance to the subdivision, and for any other matters that the Association should desire and deem necessary for the safety, comfort, welfare, and enjoyment of the owners of the lots in the subdivision. The Association shall have the right to determine the amount of funds necessary to maintain the common areas on a yearly basis, and to levy the assessment on each of the property owners. Notice of the assessment shall be given by regular United States mail to the mailing address which every property owner shall be required to give the Association at the time of acquiring an ownership interest in any lot. If a lot owner is delinquent for a period of thirty (30) days, a second notice will be sent to said lot owner. In the event said lot owner does not correct such deficiency in the second thirty (30) day period, from the date said levy became past due, interest shall accrue at the then current legal rate, (prime rate from due date), and an additional fee of thirty dollars (\$30.00) shall be charged in order to compensate the Association for any expenses it might incur.

#### 29. Subordination of assessment and/or charges and/or liens to mortgages.

- A. The lien and permanent charge of the monthly assessments (together with interest thereon a cost of collection) authorized herein with respect to any lot is hereby made subordinate to the lien of any mortgage placed on such lot if,

but only if, all such assessments with respect to such lot having a due date on or prior to the date such mortgage is filed for record have been paid.

- B. Such subordination is merely a subordination and shall not relieve the property owner of the mortgaged property of his personal obligation to pay all assessments coming due at a time when he is the property owner; shall not relieve such property from the lien and permanent charge provided from herein (except to the extent a subordinated lien and permanent charge is extinguished as a result of any such subordination as against the mortgage or such mortgagee's assignee or transferee by foreclosure or levy and execution;) and no sale or transfer of such property to the mortgagee or to any other person pursuant to a decree of foreclosure or pursuant to any proceedings executing upon the property shall relieve any existing or previous property owner of such property or the then and subsequent property owners for liability for any assessment provided for hereunder coming due after such sale or transfer.
- C. Notwithstanding the forgoing, the Homeowners' Association may at any time, either before or after any mortgage or mortgages are placed on such property, waived, relinquish or quitclaim in whole or in part the right of the Homeowners' Association assessments provided or hereunder with respect to such property coming due during the period while such property is or may be held by a mortgagee or mortgagees pursuant to such sale or transfer.

30. Change or amendment:

Until such time as the original Declarant substitutes the Homeowners' Association in their place and stead pursuant to the terms of Paragraph 25 hereinbefore, the terms and provisions of these restrictions may only be changed or amended by an instrument in writing signed by Declarant. After the Declarant withdraws from active involvement in the management of the subdivisions pursuant to the terms of Paragraph 25 hereinbefore, the terms and provisions of these restrictions may only be changed or amended by an instrument in writing signed by 75% of the lot owners in said subdivision, PROVIDED, HOWEVER, that it shall also be necessary to have the consent of the original Declaring ( or the survivors of them). So that no question can exist, it is the intent of this provision that a 75% agreement be obtained in addition to the vote of the Declaring. Further, at such time as the original Declaring shall determine that the purposes of the subdivision have been largely accomplished, they can so declare this is an instrument in writing, in recordable form and withdraw from active involvement, affirmatively stating at the time in said document that the right to manage or control the subdivision has been relinquished to the Homeowners' Association. The owner(s) of each lot, including the Declaring herein, shall have one (1) vote for each lot owned. In the event of joint ownership of a lot or lots, and if an agreement cannot be reached by said joint owners of the lot at the time of the then the vote shall not be counted.

31. Substitution of Homeowners' Association for Declaring.

At such time as the original Declaring, who controls and maintains the property during the development phase of the subdivision, shall determine that the purposes of the subdivision have been largely accomplished, they so declare this is an instrument in writing in recordable form, and withdraw from active involvement in the management of subdivision, affirmatively stating at the time in said document that the right to manage or control said subdivision has been relinquished to the Homeowners' Association. In this event, and upon recordation of such an instrument relinquishing the right to manage and control said subdivision to the Homeowners' Association, all references to Declaring in this declaration of Protective Covenants, restrictions and easements for Ashwood shall be read so that the phrase "Homeowners' Association," is taken in the place instead of "Declaring," thereby vesting control and management of the subdivision in all respects to the Homeowners' Association. (NOTE: The substitution of the Homeowners' Association for the "Declaring" shall not be read so that the option of first refusal for reacquiring the common areas shall belong to the Association or in change amendments to subdivision regulations in Paragraph 30. In all events, this right shall belong to "Declaring" See Paragraph 30 above. In no event shall any provision of this instrument be interpreted to allow the Homeowners' Association to force a such decision from the Declaring; only the voluntary determination of the Declaring as referenced herein, in an instrument in recordable form, shall be sufficient to accomplish this purpose.

32. Enforcement:

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages, or both, as the case may be.

33. Severability:

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

