

For Amend See Rec Bk 2502 Pg 269

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**DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR PULTE HOMES OF SOUTH CAROLINA, INC., A
MICHIGAN CORPORATION OWNER AND DEVELOPER OF A
SUBDIVISION KNOWN AS
KINGSGATE, SECTION 1**

THIS DECLARATION made on the date hereinafter set forth by Pulte Homes of South Carolina, Inc., a Michigan Corporation, hereinafter referred to as "Declarant."

WITNESSETH

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

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 any 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.

EXHIBIT A

All those pieces, parcels or lots of land situate, lying and being on Northeastern side of Kings Road, in the County of Anderson, State of South Carolina, and shown on the Plat of **KINGSGATE**, which plat is recorded in the RMC Office for Anderson County in Slide 659 at Pages 5 and 6 said properties having such metes and bounds as shown thereon.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Kingsgate Homeowners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding the developer builders holding property for resale and those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Properties.

Section 5. "Declarant" shall mean and refer to Pulte Homes of South Carolina, Inc., a Michigan Corporation, its successors and assigns.

**ARTICLE II
PROPERTY RIGHTS**

Section 1. Owner's easements of enjoyment. Every Owner shall be a member of the Homeowners Association, which memberships shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions.

(a) The right of the Association to charge reasonable fees for the maintenance of lighting entrances and other reasonable expenses.

(b) The right of the Association to suspend the voting rights of an Owner for any period not to exceed (sixty) 60 days for any infraction of its published rules and regulations;

Section 2. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The Vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on January 1, 2010.

**ARTICLE III
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the lien and personal obligation of assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties.

Section 3. Maximum annual assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One hundred and no/100 (\$100.00) Dollars per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five (5%) percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five (5%) percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special assessments for capital improvements. In addition to the annual assessments authorized above, the association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement in the Subdivision, provided that any such assessment shall have the assent to two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and quorum for any action authorized under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform rate of assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of commencement of annual assessments; due dates. The annual assessments provided for herein shall commence as to all Lots on the first day of January following the purchase of the property by an owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject

thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as the date of its issuance.

Section 8. Effect of nonpayment of assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot or otherwise.

Section 9. Subordination of the lien to mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**ARTICLE IV
ARCHITECTURAL CONTROL**

Section 1. The Architectural Committee shall be composed of the Operations Committee of Pulte Homes of South Carolina, Inc., a Michigan Corporation, or their designates. For the purposes of these restrictions, the term Declarant and Architectural Committee may be used interchangeably. In all matters, a majority vote shall govern.

Section 2. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, or change, or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee.

Section 3. The Architectural Committee shall have the right to refuse to approve any plans, specifications, and/or plot plans, taking into consideration the suitability of the proposed building or other improvements, the materials of which it is to be built, whether or not it is in harmony with the surroundings, and the effect it will have on other residences already constructed.

Section 4. Prior to the commencement of any construction, each Owner shall submit to the Architectural Committee, in duplicate, plans and drawings, in a one-eighth (1/8) scale or larger, which shall contain, at a minimum:

- (a) front elevations;
- (b) floor plan;
- (c) the area of heated floor space;
- (d) exterior building material to include color and type of material (vinyl, aluminum, cedar, etc.);
- (e) exterior trim color;
- (f) roofing material and color;

These requirements also pertain to any alterations and/or additions to existing structures.

The documents and other information required to be submitted shall be delivered or mailed to the Architectural Committee of the Kingsgate Homeowners Association, Inc., 7 C Brendan Way, Greenville, South Carolina 29615. One complete set shall be retained by the Architectural Committee and the second complete set shall be returned to the applicant, with the Architectural Committee's approval or disapproval clearly noted thereon.

Section 5. In the event the Architectural Committee, or its designated committee, fails to approve or disapprove such plans within thirty (30) days after they have been submitted to it, such approval will be automatic. The terms "Building" or "improvements" shall be deemed to include the erection, placement, or alteration of any wall, fence driveway, or parking area, or any such activity undertaken subsequent to initial construction.

Section 6. The Architectural Committee is authorized to modify or amend during or before, in the construction or alteration of any building, the Article of these restrictions concerning set-back and location and size of improvements if, in the opinion of the Architectural Committee, such shall be necessary to prevent undue hardship.

Section 7. All construction, including fences, by any Owner, shall be performed by a licensed contractor or licensed builder and must be of materials and workmanship comparable to others in the subdivision.

Section 8. Once construction is commenced, each Owner shall be responsible for insuring that such work proceeds at an orderly and timely pace, with no work stoppage in excess of fourteen (14) consecutive days, acts of God excepted.

Section 9. The construction of all houses and other structures shall be completed within six (6) months after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or builder. Houses and other dwelling structures may not be temporarily or permanently occupied until completed. During the continuance of construction, the Owner shall require the contractor to maintain the residential lot in a clear and

uncluttered condition. Clean-up and removal of all boxes, trash or debris of any kind, shall be on a regular basis. No loose trash will be permitted to be strewn about the Property at any time. Any contractor who disregards this clean-up requirement will be, without recourse, subject to immediate suspension of his work until he complies with the clean-up requirement in every respect. Contractors who continue to disregard this clean-up requirement may be permanently removed from the Property without recourse.

Upon completion of construction, the Owner shall cause the contractor to immediately remove all equipment, tools, and construction materials from the Lot. Any damage to roads or property owned by others caused by the Owner's contractor or other parties providing labor or services to the Owner, shall be repaired by the Owner or by the Declarant at Owner's expense. This includes damage to curbs.

Section 10. The Declarant expressly reserves the right to assign any of the duties, powers, functions, and approval authority set forth herein to any assignee at Declarant's sole discretion.

Section 11. No approval of plans, location or specifications, shall ever be construed as representing or implying that such plans, specifications, or standards will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence or improvement thereto will be built in a good workmanlike manner. The Architectural Committee shall not be responsible for or liable for any defects in any plans or specifications submitted, revised, or approved under these covenants nor for any defects in construction pursuant to such plans and specifications. The Owner shall have sole responsibility for compliance with the restrictions and does hereby hold the Architectural Committee harmless for any failure thereof caused by the Owner's architect or builder.

Section 12. It shall be the responsibility of each Owner and tenant thereof to prevent the accumulation of litter, trash, packing crates, or unkempt condition of buildings or grounds on his property, or to permit accumulations which shall tend to substantially decrease the beauty of the community as a whole or the specific area. No loose trash will be permitted to be strewn about the Property at any time. Garbage containers must be kept out of sight from the street, except during collection hours.

**ARTICLE V
USES PERMITTED AND PROHIBITED**

Section 1. All lots shall be used exclusively for residential purposes. Except as allowed in Section 2 below, no structure shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family residential structure with a garage attached for private passenger automobile, which shall have been approved for qualification or workmanship and materials, harmony of external design with main structure, and as to location with respect to topography and finished grade elevations.

Section 2. No tent, shack, garage, barn, storage building, or other out-buildings shall be erected upon any Lot without approval from the architectural Committee and, if approved, it shall not be used as a residence either temporarily or permanently. No structure of a temporary nature or an unfinished house shall be used as a residence and no house trailer, modular home, or mobile home shall be placed on any Lot either temporarily or permanently. Any boat, camping trailer, recreational vehicle, and/or similar equipment used for the personal enjoyment of a resident of a Lot shall at all times be neatly stored and positioned so as to be inconspicuous at the rear of the dwelling, if accessible, and if not accessible, must be subject to Architectural Committee approval.

Section 3. No obnoxious or offensive activity shall be permitted anywhere on the property nor shall anything be done which may become an annoyance, nuisance, or menace to the neighborhood. No Lot or any part thereof shall be used for any business, commercial, or public purpose. Business activities in the home which delivers products or services for a fee on site are prohibited, as is any business activity which utilizes more than twenty-five (25%) percent of the heated or unheated space in the home.

Section 4. No animals shall be kept, maintained, or quartered on any Lot or tract in the subdivision except that cats, dogs, rabbits, hamsters, or caged birds may be kept in reasonable numbers as pets for the pleasure of Owners so long as said animals do not constitute a nuisance or menace to the neighborhood.

Section 5. Tall shrubbery or hedges shall be trimmed to reasonable limits where traffic hazards may be created.

Section 6. Each Owner subject to these restrictions shall provide space for the off-street parking of automobiles prior to the occupancy of any building or structure constructed on said Property in accordance with reasonable standards established by the Architectural Committee. Vehicles shall not be parked in any front or side yard except in areas designated as a driveway or parking area. Vehicles in disrepair shall not be stored on the Property. No passenger vehicles without current registration and license tags will be allowed in the subdivision or on any Owner's Lot. Vehicles being repaired out of doors must have work completed within twenty-four (24) hours. Visiting guests only may use paved streets for temporary parking of their vehicles. All owners must park in designated parking areas on their Lot. No commercial vehicles may be stored or housed on the Property at any time. The Declarant may also direct vehicle owners to park outside the confines of the Property during the construction phase of any structure or landscaping.

**ARTICLE VI
EASEMENTS**

In addition to other easements as are shown on the recorded subdivision plat, a five foot easement and a ten foot easement are reserved over and across all side and rear lot lines, respectively, for drainage, utility, cable television, gas, water, power, sewer, and telephone installation and maintenance; provided that when more than one Lot shall be used as a site for only one residence, the aforesaid five foot easement and ten foot easement shall apply only with respect to the exterior lines of such consolidated Lot.

Declarant specifically reserves the right to grant specific easements to any utility services listed herein at any time following the date hereof until any specific Lot shall be conveyed by Declarant. The right is reserved to authorize the lying and placing of sewer, gas, and water pipelines, telephone, cable television, telegraph, and electrical light poles on any of the streets and easements shown on the recorded subdivision plat. An easement for the installation and maintenance of utilities and drainage facilities is reserved over said streets and easements.

ARTICLE VII
SETBACK, LOCATION, AND SIZE OF IMPROVEMENTS
AND OF BUILDING PLOTS

Section 1: Nothing herein contained shall be construed to prohibit the use of more than one (1) Lot or portions of one or more lots as a single-residential building site, provided that said Lot would otherwise meet the requirements as to size, setback line, and directional facing of said building as determined by the Declarant.

Section 2. No building shall be erected on any Lot nearer to the front lot line or nearer to the side street line than the building setback line shown on the recorded plat. Any such building shall face toward the front line of the Lot except that buildings to be constructed on corner Lots shall face in the direction designated by the Architectural Committee. No building shall be located nearer to any interior side lot line than the distance determined by applicable building codes.

Section 3. Detached Buildings, approved as provided in Article VI shall be of the same exterior material as the house and of a size no greater than 12' x 12' and be placed no nearer to any lot line than the distance determined by applicable building codes.

Section 4. No wall, fence, or hedge shall be erected between the street and the front corner of main body of house. Subject to approval by the Architectural Committee, wood fences with a maximum height of six (6') feet are permitted to the rear of the front setback line (or the front of the home, if it is behind the setback line). Chain link fences, however, are permitted only in the area from the rear of the home to the back of the Lot, and the front-facing portions shall be constructed of wood, as approved by Architectural Committee.

Section 5. The total area of all driveways shall be paved by plant mix concrete. All driveways shall be able to accommodate two (2) full-size cars parked side by side in the parking area of the driveway.

Section 6. No Lot shall be recut so as to face in any direction other than is shown on the recorded plat nor shall it be recut so as to make any building site smaller than is provided for herein.

Section 7. No residence shall be constructed containing less than 950 square feet exclusive of porches, garages, and breezeways. In computing the square footage of any residence containing a basement which is finished and heated, one-half (1/2) credit shall be given. Exceptions to these limitation may be granted by the Architectural Committee if in the opinion of the Committee that proposed residence would be in keeping with the overall concept of the subdivision.

Section 8. Roof pitches shall be at least 6/12 unless approval is given by the Architectural Committee for a lower pitch on a specific set of plans.

Section 9. Homes may be built on slabs, subject to approval by the Architectural Committee.

Section 10. Declarant has the right to install temporary barricade fencing.

Section 11. No residence shall be constructed without having at least a single car garage and remains permanently as a functional garage.

**ARTICLE VIII
MISCELLANEOUS**

Section 1. No signs shall be permitted on any Lots except that a single sign offering the Property for sale may be placed on such Lot, providing such sign is approved by the Architectural Committee.

Section 2. All residences shall have a special mailbox which will be available from a source to be specified by the Declarant. Mailboxes shall be maintained in good state of repair by Owners at all times.

Section 3. The removal of any trees in excess of six (6") inches in diameter at a height of three (3') feet above ground level shall require prior approval of the Architectural Committee. No trees may be removed until final building plans have been approved by the Architectural Committee.

Section 4. The property within this subdivision is hereby declared to be a wildlife sanctuary, and all hunting or shooting is hereby prohibited.

Section 5. The Owner of each Lot shall cause written notice to be delivered to the Declarant upon the conveyance of any Lot by him, advising Declarant of the conveyance.

Section 6. No satellite or television dish or radio antenna shall be constructed or placed on any Lot except where type, size, screening, and location have been approved by the Architectural Committee.

Section 7. No above-ground pool shall be constructed or placed on any Lot, except that inflatable pools for small children are acceptable.

Section 8. Declarant reserves the right to place additional signs as needed.

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, 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 the Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Lot Votes as provided for in Article II Section 2, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property may be annexed to the Properties. The Declarant shall have the express right to use any lot or lots owned by the Declarant as a street or streets to have access to adjoining properties so as to make said property a part of this subdivision and subject to these restrictions by amendment. The Declarant shall further have the right to convey lot/lots or other property to the Homeowners Association for use of the residence of this subdivision as common property to be controlled by the Homeowners Association.

Section 5. FHA/VA approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans administration: Annexation of additional properties and amendment of this Declaration of Covenants, Conditions, and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hands and seals this 5th day of June, 1996.

WITNESSES:

Charles H. Hoot
David Kelley

PULTE HOMES OF SOUTH CAROLINA, INC., A MICHIGAN CORPORATION

BY: *Ted D. Smith*
TED D. SMITH

TITLE: *General Manager*

BY: *James W. Amos*
JAMES W. AMOS

TITLE: *Director Operations*

BY: *James B. Granger*
JAMES B. GRANGER

TITLE: *General Sales Manager*

BY: *Arnold J. Kellos*
ARNOLD J. KELLOS

TITLE: *Construction Manager*

(continued on next page)

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY APPEARED before me the undersigned witness who, after being duly sworn, says that (s)he saw the within Declarant, seal, and as its act and deed deliver the within written Declaration of Covenants, Conditions, and Restrictions, and that (s)he, with the other two witnesses subscribed above, witnessed the execution thereof.

SWORN to before me this 5th
day of June, 1996.

Gail Kelly

Joseph James Winchel

Notary Public for South Carolina
My commission expires 12/30/93

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FILED, RECORDED, INDEXED
07/19/1996 09:38A
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RecFee:25.00 DocSt:0.00
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R M C DEPARTMENT ANDERSON CO
Montez Burton, Director
Register of Mesne Conveyance