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Office of REGISTER OF DEEDS, SPARTANBURG, S.C.  
Dorothy Earle, Register Of Deeds

STATE OF SOUTH CAROLINA ) AMENDED AND RESTATED  
 ) DECLARATION OF COVENANTS  
COUNTY OF SPARTANBURG ) AND RESTRICTIONS FOR  
 NATALIE RAE SUBDIVISION

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS made this 28 day of October, 2021, by the undersigned NIEMITALO, INC. (hereinafter referred to as "Owner" and/or "Developer") of Spartanburg County, South Carolina, applicable to all the numbered lots 1-31 shown on plat of Natalie Rae Subdivision, prepared by Fant, Reichert & Fogleman, Inc., dated April 2, 2019 and recorded in Plat Book 175 at page 807, Register of Deeds for Spartanburg County, South Carolina.

WITNESSETH

WHEREAS, the Developer recorded a Declaration of Covenants and Restrictions for Natalie Rae Subdivision on September 27, 2019 in Deed Book 125-L at page 816, Register of Deeds for Spartanburg County, South Carolina (the "Original Declaration"); and

WHEREAS, the Original Declaration restricted the ownership of lots in the subdivision to individuals age fifty-five (55) and over; and

WHEREAS, the Original Declaration provided that it could be amended by the approval of owners of at least three-fourths (3/4) of the lots in the subdivision; and

WHEREAS, the undersigned, as owners of the requisite number of lots required to amend the Original Declaration, desire to execute and record this Amended and Restated Declaration of Covenants and Restrictions, for the primary purpose of eliminating the age restriction described above; and

WHEREAS, the Developer and the other undersigned owners of lots in the subdivision, which is the subject of this Declaration, wish to provide for a quality residential neighborhood thereon with the following objectives, to-wit:

- A. To promote the construction of architecturally custom designed single family residences and appurtenances with quality materials and workmanship harmonious with the environment and with each other; and
- B. To attract permanent homeowners to this neighborhood; and
- C. To provide privacy and security to homeowners in a spacious natural environment; and
- D. To enhance the value of investments made by the purchasers therein; and
- E. To secure to each lot owner the full benefit and enjoyment of his/her home; and

NOW, THEREFORE, for and in consideration of the above recitals, the undersigned Developer and lot owners do hereby amend the Original Declaration by deleting the provisions of the Original Declaration in their entirety, and imposing in lieu thereof the following re-stated covenants, restrictions, easement and assessments, reservations and servitudes which are hereby declared covenants running with the land in for the periods set forth below.

#### ARTICLE I - SUBJECT PROPERTY

All numbered lots shown on the aforementioned plat of Natalie Rae Subdivision shall be held, transferred, sold, conveyed and occupied subject to the Declaration of Covenants and Restrictions contained herein.

#### ARTICLE II - USES PERMITTED AND PROHIBITED

2.1 Single Family. All parcels or tracts shall be used exclusively for single-family residential dwellings, and incidental residential uses. No modular or mobile homes or trailers shall be allowed on any lot, except on a temporary basis during construction of a conventional residence.

2.2 Recreational Vehicles. Any camping trailer, boat, motorcycle; motor bicycle and/or similar equipment used for the personal enjoyment of a resident of a lot shall at all times be parked to the rear of the dwelling or completely within the garage and shall not be parked in the front or side thereof. Such equipment shall at all times be neatly stored and positioned to be inconspicuous.

Any motor scooter, ATV, motorcycle, go-cart, or similar vehicle, must be operated on the owner's property. Roads shall be used only for purposes of ingress and egress, and no racing or recreational driving shall be permitted.

2.3 Disabled Vehicles, Etc. Any disabled or wrecked vehicle, and/or similar equipment or vehicles shall at all times be parked completely within a garage and shall at all times be neatly stored and positioned to be inconspicuous.

2.4 Storage Sheds and Other Buildings. Storage sheds, greenhouses, cabanas or other outbuildings or structures shall be erected at the rear of the lot. The design, specifications (including construction materials) and location of such improvements must be approved in writing by Developer prior to the construction of such improvements.

#### 2.5 Walls, Fences and Hedges.

(A) The design specifications (including construction materials) and location of any walls, fences or hedges must be approved in writing by Developer prior to the construction or making of such improvements.

(B) No wall, fence or hedge shall be erected closer to front of said lot than the

mid-point of the side wall of the dwelling.

2.6 Signs Prohibited. No billboards or advertising signs of any kind shall be displayed or erected on the real property, with the exception of neatly displayed 18" x 24" real estate "For Sale" signs. No part of any structure shall be used for the purpose of renting a room or rooms therein. No duplex residences, garage apartments, or apartment houses shall be erected or permitted to remain on any parcel.

2.7 Animals. Only common household pets in a reasonable number shall be allowed on any lot. No animals of any kind shall be bred, raised or housed for commercial purposes. No animal shall be allowed to become a nuisance to other residents.

2.8 Fuel Tanks. All fuel oil or containers shall be covered so as not to detract from the property, or buried underground consistent with normal safety precautions.

2.9 Refuse and Refuse Containers. No lot owner will engage in any activity which will result in the deposit or accumulation of trash, refuse, debris or other objectionable matter. Garbage, trash cans, firewood and clothes drying lines must be so located that they will not be visible from the street.

2.10 Transmitting and Receiving Devices. No tower, television antenna or other antennas, including satellite dishes, shall be erected on the front portion of a lot and must be located at the rear of the dwelling in a manner which will afford maximum screening from traffic on the street.

2.11 Parking. Residents of lots shall not be allowed to park vehicles on the streets or roads except in emergencies. Unless otherwise posted, on-street parking shall be allowed to visitors and guest of the owners of lots for short durations.

2.12 Re-cutting of Lots. No lots shall be re-cut to a smaller size, except that nothing herein shall be constructed to prohibit the use of one lot and a portion of another lot as a single residential building site, provided that said tracts, when so formed, would otherwise meet the requirements as contained herein as to lot size and setback limitations.

2.13 Setback Lines. No building or residence shall be erected on any lot nearer the front, side or rear property lines than specified on the subdivision plat.

2.14 Minimum Areas. The residences in this subdivision may have a minimum heated floor space as determined to be appropriate by the builder of such residences.

2.15 Quality and Approval of Improvements. All buildings shall be constructed with high quality materials and workmanship to insure that no dwelling shall present an unsightly appearance. The design, specifications (including construction materials) and location of such improvements must be approved in writing by Developer prior to the construction of such improvements.

2.16 Garages. To protect and enhance the appearance of the community, all garage doors will be kept closed except for in use or moving automobiles and other items to and from the garage.

2.17 Concrete Blocks. No concrete blocks shall be used in the construction of any building or structure on any numbered tract which may be visible from the exterior after grading has been complete.

2.18 Maintenance of Property. Lot owners shall maintain his or her lot and improvements thereon so that such lot continues to have a neat and attractive appearance.

2.19 Amendments. The terms and conditions of this instrument may be amended or changed only upon written agreement of then owners owning at least three-fourths (3/4) of the lots in Natalie Rae Subdivision. Notwithstanding anything herein to the contrary, the Developer, its successors and assigns, reserves the right to waive, modify or change in writing, any of the terms hereof with respect to the application thereof to a lot based upon special, unique or unusual circumstances, but no such waiver, modification or change shall substantially affect the overall plan of development.

2.20 Annexation. The Developer herein reserve the right to annex any property labeled as future development on the aforementioned survey into these restrictions by recorded an amendment doing so in the ROD for Spartanburg County.

### ARTICLE III - EASEMENTS

The Developer reserves easements for themselves and for the benefit of any public authorities and utility companies to which they may choose to grant such easements, over and through all areas designated as roads, streets, walkways, and such additional portions of the property as may be necessary in order to provide water, sewerage, power, gas, television cable, surface water drainage and other utility and comm on services to owners or any portion of the property including, without limitation, all areas designated as such by broken lines on the initial plat. All numbered lots within the property are also subject to an acces s, drainage, and utility easement five feet in width along and inside all property lines.

The easements reserved to Developer above, and the easements which they have granted and shall grant to appropriate public authorities and utilities, shall include the right to go upon, over, across, and under any area of the property for ingress, egress, erection, maintenance, installation and use of electrical and telephone poles, wires, cables, conduits, sewers, water mains, gas lines, and other suitable equipment, television cable, gas, water, sewer, and other public conveniences and utilities. Said easement shall also allow Developer or any appropriate utility or other authority to cut drainways for surface water wherever and whenever such action may be necessary in order to maintain reasonable standards of health, safety and appearance. Said easements include right to cut any trees, bushes, or shrubbery, and to make any grading of the soil or take similar actions reasonably necessary to provide safe and effective utility installation and maintenance.

The easements and right-of-ways granted in this Section may be enjoyed and utilized by all parties to whom such easements and right-of-ways are granted, and to their assignees, lessees, guests, invitees and licensees. Nothing contained herein shall prevent Developer from dedicating to any public authorities said areas which shall be governed by applicable laws and regulations, and they shall have no further responsibility for maintenance or upkeep of the areas so dedicated, except as may be required by such applicable law.

ARTICLE IV-PROPERTY RIGHTS IN THE COMMON PROPERTIES

The Developer may retain the legal title to the common properties until such time as it has completed improvements thereon, as determined in the sole discretion of the Developer.

ARTICLE V-MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

5.1 Membership. Every person or entity who is a recorded owner of a fee or undivided fee interest of any lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity, who holds such interest merely as a security for the performance of an obligation, shall not be a member.

5.2 Voting Rights. The Association shall have two (2) classes of voting membership as follows:

Class A. Class A members shall be all those owners of lots in the Subdivision other than Niemitalo, Inc. Class A members shall be entitled to one (1) vote for each lot in which they hold the interests required for membership by Section 5.1. When more than one person holds such interest or interests in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such lot.

Class B. Class B member shall be Niemitalo, Inc. 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 later:

- (a) When the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership; or
- (b) December 31, 2026.

ARTICLE VI- COVENANT FOR MAINTENANCE DUES

6.1 Creation of Lien and Personal Obligation of Monthly Dues. Each owner of any lot by acceptance of a deed to a lot within Natalie Rae Subdivision, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay annual dues to the Developer, or its assignee, of \$300.00 per year. Alternatively, each owner of a lot shall have the option, but not the obligation, to pay to Ashlan Village, Inc. monthly dues

of \$850.00 for lawn maintenance, trash pickup and other services provided by Ashlan Village, Inc. Such annual or monthly dues may be increased from time to time by Developer and/or Ashlan Village, Inc. in their sole discretion for purposes of meeting periodic increases in the cost of such services. Such dues shall be a charge on the land and shall be a continuing lien upon the property. Each owner of any lot shall also be deemed to covenant and agree to pay to the Association special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as such interest thereon and cost of collection thereof as hereinafter provided, which shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. All such dues and assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

6.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purposes of promoting the health, safety and welfare of the lot owners in Natalie Rae Subdivision and in particular shall be used for the payment of costs and expenses, including, but not limited to, the following:

(1) For the payment of expenses related to the upkeep, maintenance and replacement of signs within Natalie Rae Subdivision identifying the subdivision, containing street names or other safety signs, if any.

(2) For the payment of services for any street lighting undertaken and accepted by the Association.

(3) Expenses for the maintenance and upkeep of the detention pond, and any other common properties, easements and/or landscape areas, including areas designated for sign easements.

(4) For any other purpose, cost or expense reasonably related to the performance of any duty or responsibility of the Association as determined by the Board of Directors of said Association in accordance with the By-laws and these restrictions.

6.3 Basis and Maximum of Annual Assessments. For the year beginning January 1, 2022 and subsequent years, the annual assessments may be adjusted by vote of the Members as herein provided. The Board of Directors of the Association may, after consideration of current maintenance cost and future needs of the Association, fix the actual assessment for any year at a lesser amount. Lots owned by Niemitalo, Inc. shall be exempt from annual assessments. Lots owned by builders shall be exempt until such time as a dwelling shall have been constructed thereon. Such exemption shall not affect the Developer's voting rights in the Association.

6.4 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 part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital

improvement, provided that any such assessment shall have the consent of three-fourths (3/4) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

6.5 Change in Basis and Maximum of Annual Assessments. Such to the limitations in Article 6.3 above, and the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Article 6.3 hereof prospectively for any such period provided that any such shall have the assent of a majority of the votes of the members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

6.6 Quorum for Any Action Authorized Under Sections 6.4 and 6.5. The quorum required for any action respecting assessments authorized by Sections 6.4 and 6.5 hereof shall be the number of Members present at a meeting duly called and convened pursuant to Sections 6.4 and 6.5 hereof.

6.7 Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence on January 1 of each year. The annual assessments provided for herein shall begin and become due and payable January 1, 2021, and on January 1 of each year thereafter. The due date of any special assessment under Article 6.4 hereof shall be fixed in the resolution authorizing such assessment

6.8 Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of any special assessment and at least thirty (30) days in advance of the due date of any assessment prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner. Written notice of the assessment shall thereupon be sent to every owner subject thereto. The Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

6.9 Effect of Non-Payment of Monthly Dues; the Personal Obligation of the Owner; the Lien; Remedies. If the monthly dues are not paid on the date when due, then such dues shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, become a continuing lien on the property, which shall bind such property in the hands of the then owner, his heirs, devisees, Personal Representatives, successors and assigns. The personal obligation of the then owner to pay such monthly dues, however, shall remain his personal obligation for the statutory period, but such personal obligation shall not pass to his successors in title unless expressly assumed by them. Such successors in title do, however, take the title subject to any outstanding lien for dues. If the dues are not paid within thirty (30) days after the delinquency date, the dues shall bear interest from the delinquency date at the rate of one and one-half percent (1.5%) per month (ANNUAL PERCENTAGE RATE -18%) from

the delinquency date. Developer and/or Ashlan Village, Inc. may bring an action at law against the owner personally obligated to pay the same or an action to foreclose the lien against the property, and there shall be added to the amount of such dues, the interest thereon as above provided, plus a reasonable attorney's fee and the costs of the action.

6.10 Lien of Dues is Subordinate to Recorded Mortgages. The lien of monthly dues provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon a lot subject to the dues. The sale or transfer of a lot shall not affect the lien, provided, however, the sale or transfer of any Lot pursuant to the mortgage foreclosure or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such dues as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any monthly dues thereafter coming due or from the lien thereof.

ARTICLE VI - ENFORCEMENT

If any person owning any real property subject to the within covenants shall violate or attempt to violate any of the covenants herein, it shall be lawful for Developer, Ashlan Village, Inc. and/or any person owning any parcel in the subdivision, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any of such covenants and either to prevent him or them from doing so or to recover damages and other dues for such violation, and, in addition, to recover a reasonable attorney's fee and the costs of the action. Invalidation of any one or more of these covenants by a judgment or court order shall in no wise affect any of the provisions which shall remain in full force and effect.

ARTICLE VII - DURATION OF COVENANTS

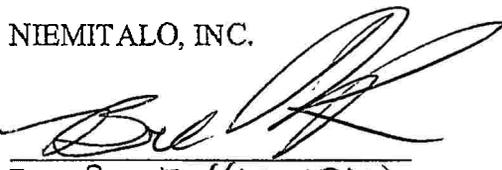
These covenants shall run with the land and be fully binding on all persons claiming under them until January 1, 2042, at which time they shall be automatically renewed indefinitely for successive periods of ten years each, except that such covenants may be modified as set forth hereinabove.

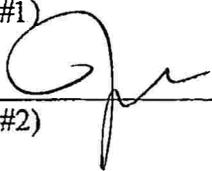
IN WITNESS WHEREOF, Niemitalo, Inc. and the following individuals, as owners of at least three-fourth (3/4) of all lots in said Natalie Rae Subdivision, have caused this Amended and Restated Declaration of Covenants and Restrictions to be executed this date and year first above written.

WITNESSES:

NIEMITALO, INC.

  
\_\_\_\_\_  
(Witness #1)

  
\_\_\_\_\_  
By: BROCK NIEMITALO  
Its: VP.

  
\_\_\_\_\_  
(Witness #2)











BY-LAWS OF NATALIE RAE HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1

NAME, LOCATION AND MEMBERSHIP

- 1. NAME -The name of the Association is Natalie Rae Homeowners Association, Inc. ("The Association")
- 2. LOCATION -The principal office of the Association shall be located at 434 Marion Avenue, Spartanburg, SC, 29306
- 3. MEMBERSHIP- Membership shall be defined as in Paragraph 5.1, Article 5 of the "Declaration of covenants and Restrictions Providing for (The "Declaration of Covenants")" A copy of this filed document is attached hereto.
- 4. POWERS AND DUTIES- The board shall manage and direct the affairs of the association and, subject to any restrictions imposed by law, by the Declaration of Covenants, or by these By-Laws, may exercise all the power of the association. The Board shall exercise such duties and responsibilities as shall be incumbent upon it by law, the Declaration of Covenants, or these By-Laws, as they may deem necessary or appropriate in the exercise of their Powers, including, without limitation, the collection of assessments and charges from the owners, the establishment and amendment from time to time of reasonable regulations relating to the common elements both general and limited. Additionally, the Board may require that adequate fidelity bonds be obtained to protect the funds of the Association, and the premium of such bonds shall be paid by the Association, and the premium of such bonds shall be paid by the Association.
- 5. MANAGEMENT- The Board may employ for the Association a managing agent for the administration of the property under such terms and conditions as such Members may authorize; provided, however, the Members shall not delegate to such agent the complete and total responsibility of the Association. Such managing agent shall have such duties and shall receive such compensation as determined by the Members:
- 6. SUSPENSION OF VOTING RIGHTS- The right of a Member to vote shall be suspended during any period in which such Member shall be in default on the payment of an assessment levied by the Association.
- 7. PROXY- Votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Association in writing before the designated time of each meeting.
- 8. APPLICABILITY-These by-laws are binding on all Owners (as defined in Section (1) of Article 1 of the Declaration of Covenants, their families, tenants, and guests, and any other person residing in or occupying a house. Each person who accepts a deed to, a lease of, or who occupies any house consents to be bound by the provisions of these By-laws.

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Ashley B. Williams, Register Of Deeds

**ARTICLE II**

DEFINITIONS- The term used in these By-Laws, unless otherwise specified herein, shall have the same meaning as in the Declaration of Covenants for Natalie Rae, a copy of which is attached hereto.

**ARTICLE III**

VOTING- Each Member of the Association shall be entitled to one (1) vote. Voting rights shall be defined as in Paragraph 2 of Article 5 of the Declaration of Covenants.

**ARTICLE IV**

**MEETINGS**

1. FIRST MEETING- The first meeting of Members shall be held approximately ninety (90) days following the completion of transfer of title to the last unit in Natalie Rae.
2. ANNUAL MEETING-After the First Meeting of Members, a meeting shall be held on the first Monday in May of each year.
3. SPECIAL MEETINGS- Special Meetings shall be held whenever called by most of the Members, or by the Board of Directors.
4. PROPER NOTICE OF MEETINGS- Proper notice of all meetings of the Members shall state the time and place of the meeting unless waived in writing. Such notice shall be in writing or electrically, to each member at the address appearing on the books of the association and shall be mailed not less than ten (10) nor more than thirty (30) days prior to the date of the meeting. Proof of such mailing shall be given by the Affidavit of the person giving the notice. Notice of the meeting may be waived in writing either before or after meetings, and attendance at any meeting by Members shall be deemed a waiver of the notice requirements unless such Member delivers written objection of failure to comply with such notice requirements to each member attending the meeting.
5. ORDER OF BUSINESS-The order of business at each annual meeting shall be as follows:
  - a) Roll Call
  - b) Proof of Notice of Meeting or Waiver of Notice
  - c) Reading of Minutes of Preceding Meeting
  - d) Report of Officers
  - e) Unfinished Business
  - f) New Business

6. QUORUM-A quorum shall be as defined in Article 6, Paragraph 6.6 of the declaration of Covenants.

7. MAJORITY VOTE- Acts and decisions authorized approved or ratified by the casting of a majority of the votes represented at a meeting with a quorum is present, in person or by proxy, shall be the acts and decisions of the Association, and shall be binding for all purposes upon the Association, except where a larger percentage of the quorum is required for an action by the Declaration of Covenants.

8. ACTIONS WITOUT MEETING- Any action which may be taken at a meeting of the Membership may be taken without a meeting if a consent or ratifications, in writing setting forth the action so taken or be taken shall be signed by all Members of the Association. Such consent shall be filed with the Secretary of the Association and inserted in the records of the Association.

9. DULY CALLED MEETINGS-A duly called meeting is a meeting at which a quorum is present and proper notice has been given.

## ARTICLE V

### OFFICERS

1. NUMBER AND ELECTION - There shall be elected annually by and from the Membership, a President, a Vice- President, a Secretary, a Treasurer, and a Trustee.

2. REMOVAL AND VACANCY- Except as herein provided to the contrary, the Officers should be elected annually and hold office at the pleasure of the membership. A Vacancy in any office may be filled by the Membership at the next meeting. The officer elected to such a vacancy shall serve for the remainder of the term of the officer he replaces.

3. DUTIES: The duties of the officers shall be as follows:

- **President** — The President shall be the chief executive officer and shall preside at all meetings of the Members of the Association, shall see that orders and resolutions of the Members are carried out, shall appoint such committee consisting of Members of the Association as their opinion are necessary, an shall perform such other duties as may be delegated to the President by the Membership. The President shall have all the general powers and duties which are incident to the President of a corporation organized under South Carolina law as a non-profit corporation and which are incident to controlling management of the Association in accordance with the laws of South Carolina and these By-Laws.
- **VICE PRESIDENT** — He or she should serve as the assistant to President and should serve to also fill in for him/her in their absence.
- **SECRETARY**- The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of the membership of the Association; together with their addresses and designating those Members entitled to vote; to keep custody of and attest the seal of the Association: perform such other duties as may be

required of him or her by the Membership or incident to the office of Secretary of a corporation organized under the laws of South Carolina as a non-profit corporation.

- **Treasurer** —The Treasurer shall be responsible for the funds of the Association, shall maintain full and accurate fiscal accounts and records, and shall perform such other duties as may be designated by the Membership or incident to the Office of Treasurer of a corporation organized under the laws of South Carolina as a non-profit corporation. The funds of the Association shall always be kept in an account in the name Of the Association.

5. COMPENSATION- Officers shall receive no compensation for the usual and ordinary services rendered to the Association incident to their offices. The Association shall make no loans to any Officers of the Association, directly or indirectly. Officers may be reimbursed for reasonable expenses incurred on behalf of the Association.

## ARTICLE VI

1. NUMBER-The number of Directors who shall constitute the whole Board shall be Five.

2. TERM-The Directors shall be elected at the Annual Meeting of the Membership and each Director shall be elected to serve until his successor shall be elected and shall qualify.

3. VACANCIES- If the office of any Director becomes vacant by reason of death, resignation, disqualification, removal or other cause, majority of the Directors remaining in office, although less than a quorum, may elect a successor for the unexpired term and until his successor is elected and qualified.

4. REMOVAL-The entire Board of Directors or any individual may be removed, with or without cause, by a majority vote of the members.

5. REGULAR MEETINGS- Regular meetings of the Board of Directors shall be held at such place or places, on such date or dates, and at such time or times as shall have been established by the Board of Directors and publicized among all Directors and Members. Notice of each regular meeting shall not be required.

6. SPECIAL MEETINGS- Special meetings of the Board of Directors may be called by any member of the Board then in the office and shall be held at such place, on such date and at such time as they or he shall fix. Notice of the place, date, and time of each such special meeting shall be given each Director by whom it is not waived by mailing written notice not less than two (2) days before the meeting or by telegraphing or telefaxing the same not less than twenty-four hours before the meeting. Unless otherwise indicated in the notice thereof, all business may be transacted at a special meeting.

7. QUORUM-At any meeting of the Board, most of the Board then serving shall constitute a quorum for all purposes. If a quorum fails to attend any meeting, a majority of those present may adjourn the meeting to another place, date, or time, without further notice or waiver thereof.

8. TELEPHONE MEETINGS-Members of the Board of Directors, or of any committee thereof, may participate in a meeting of such board or committee by means of conference telephone or similar communications equipment that enables all persons participating in the meeting to hear each other. Such participation shall constitute presence in person at each meeting.

9. CONDUCT OF BUSINESS- At any meeting of the Board of Directors, business shall be transacted in such order and manner as the Board may from time to time determine, and all matters shall be determined by majority of the vote by Directors present, except as otherwise provided herein or required by law. Action may be taken by the Board of Directors without a meeting if all members thereof consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors

10. POWERS-The Board of Directors shall exercise all the powers of the Association except as are by law, or by Articles of Incorporation of the Association, by these By-Laws, or by the Declaration of Covenants conferred upon or reserved to the Members.

II. COMPENSATION OF DIRECTORS- The Directors shall receive such compensation for their services as Directors and as Members of any committee appointed by the Board as may be prescribed by the Board of Directors and shall be reimbursed by the Association for ordinary and reasonable expenses incurred in the performance of their duties.

## ARTICLE VII

### OBLIGATIONS OF MEMBERS AND ASSOCIATION

1. AGREEMENTS - All members are obligated to pay assessments as may be imposed by the Association as provided in the Declaration of Covenants for the purposes provided in the Declaration of Covenants.

2. MAINTENANCE AND REPAIR- The Association shall act to maintain and repair as provided in the Declaration of Covenants.

3. CONDUCT - All Members, their families, guests, visitors and tenants, and every occupant of a house shall always observe the published rules of conduct which may be established from time to time by the Association.

4. NOTICES- A Member or Members who mortgage a house or houses or executes and delivers a deed to secure a debt, mortgage or other security instrument, which may become a lien on any house shall notify the President of the name and address of the mortgagee, or the holder of such deed to secured debt, mortgage or security instrument, and thereby authorize the Association to furnish such information as such mortgagees may request respecting unpaid assessments, taxes or other reasonable information concerning such house.

### BOOKS AND RECORDS

INSPECTION- The books, records and papers of the Association shall always, during reasonable hours, be subject to inspection by any member at the principal office of the Association. The Declaration of Covenants and the By-Laws of the Association shall be available for inspection by any member of the principal office of the Association, by appointment.

### MISCELLANEOUS

1. **BY-LAWS** -These By-Laws may be amended by a majority vote of the members of the Association at any duly constituted meeting of such Members, for such a purpose. Every Member, by accepting a deed for a Home, thereby agrees to be bound by the benefit from any amendment so approved.
2. **FISCAL YEAR**-The fiscal year of the Association shall be the calendar year.
3. **CONFLICT**- In the event of any conflict between the provisions of the Declaration of Covenants and the provisions of these By-Laws, the provisions of the Declaration of Covenants shall control.



STATE OF SOUTH CAROLINA	)	AMENDED AND RESTATED
	)	DECLARATION OF COVENANTS
COUNTY OF SPARTANBURG	)	AND RESTRICTIONS FOR
		NATALIE RAE SUBDIVISION

THIS DECLARATION OF COVENANTS AND RESTRICTIONS made this 16<sup>th</sup> day of February 2023 by the undersigned Natalie Rae Homeowners Association (herein referred to as "Owner") of Spartanburg County, South Carolina, applicable to all the numbered lots 1-31 shown on plat of Natalie Rae Subdivision prepared by Fant, Reichert & Fogleman, Inc. dated April 2, 2019 and recorded in Plat Book 175 at page 807, Register of Deeds for Spartanburg County, South Carolina.

WITNESSETH

WHEREAS, the developer recorded a Declaration of Covenants and Restrictions for Natalie Rae Subdivision on September 27, 2019 in Deed Book 125-L at page 816, Register of Deeds for Spartanburg County, South Carolina.

WHEREAS the Original Declaration could be amended by the approval of owners of at least two-thirds (2/3) of the lots in the subdivision.

WHEREAS the undersigned owners of lots in the subdivision, which is the subject of this Declaration, wish to provide for a quality residential neighborhood thereon with the following objectives, to wit:

- A. To provide privacy and security to homeowners in a spacious natal environment.
- B. To enhance the value of investments made by the purchasers.
- C. To secure to each lot owner the full benefit and enjoyment of his/her home.

**ARTICLE I - SUBJECT PROPERTY**

All numbered lots shown on the aforementioned plat of Natalie Rae Subdivision shall be held, transferred, sold, conveyed and occupied subject to the Declaration of Covenants and Restrictions contained herein.

**ARTICLE II - USES PERMITTED AND PROHIBITED**

2.1 Single Family. All parcels or tracts shall be used exclusively for single-family residential dwellings and incidental residential uses. No modular or mobile homes or trailers shall be allowed on any lot.

2.2. Recreational Vehicles. Any camping trailer, boat, R V's, motorcycle, motor bicycle and/or similar equipment used for personal enjoyment shall always be parked in the rear of the dwelling (MUST BE FENCED) or completely inside the garage. Any motor scooter, ATV, motorcycle, go-cart, or similar vehicle must be operated on the owner's property. Roads shall be used only for purposes of ingress and egress, and no racing or recreational driving shall be permitted.

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 Ashley B. Williams, Register Of Deeds

2.3 Disabled Vehicles, Etc. Any disabled or wrecked vehicle, and/or similar equipment or vehicles shall at all times be parked completely within a garage and shall at all times be neatly stored and positioned to be inconspicuous.

2.4 Storage Sheds and Other Buildings. Storage sheds, greenhouses, cabanas or other outbuildings or structures shall be erected at the rear of the lot. Must meet City of Lyman requirements.

2.5 Walls, Fences, and Hedges.

- A. Walls or fences are permitted to be built with materials of wood or vinyl only. No metal material allowed.
- B. No wall, fence or hedge shall be erected closer to the front of the lot than the mid-point of the side wall of the dwelling.
- C. Fences are required to be stained within 6 months of installation.

2.6 Signs Prohibited. No billboards or advertising signs of any kind shall be displayed or erected on the real property, with the exception of neatly displayed real estate "For Sale" signs. Only flags allowed will be American flags.

2.7 Animals. Only common household pets in a reasonable number shall be allowed on any lot. No animals of any kind shall be bred, raised or housed for commercial purposes. No animal shall be allowed to become a nuisance to other residents. Household pets include dogs and cats. Dogs must always be on a leash or fenced in the backyard.

2.8 Refuse and Refuse Containers. No lot owner will engage in any activity which will result in the deposit or accumulation of trash, refuse, debris or other objectional matter. Garbage, trash cans, firewood and clothes drying lines must be so located that they will not be visible from the street.

2.9 Transmitting and Receiving Devices. No tower, television antenna or other antennas, including satellite dishes, shall be erected on the front portion of a lot and must be located at the rear of the dwelling in a manner which will afford maximum screening from traffic on the street.

2.10 Solar Panels. Solar panels requests have to be submitted to the board of directors for approval. Solar panels are to be placed on the back roof of the house, and not visible from the street.

2.11 Parking. Residents of lots shall not be allowed to park vehicles on the streets or roads except in emergencies. Unless otherwise posted, on street parking shall be allowed to visitors and guest of the owners of lots for short durations.

2.12 Setback Lines. No building or residence shall be erected on any lot nearer the front, side or rear property lines than specified on the subdivision plat.

2.13 Quality of Improvements. All buildings shall be constructed with high quality materials and workmanship to ensure that no dwellings shall present an unsightly appearance.

2.14 Maintenance of Property. Lot owners shall maintain his or her lot and improvements thereon so that such lot continues to have a neat and attractive appearance.

- A. Nothing to be visible from the street.
- B. All garbage cans need to be located on the side of dwelling or inside garage. Never in the front of house.
- C. Maintenance of weeds to prevent unappealing appearance. If your lawn is in violation; notice will be sent out thereafter (10 days) the HOA will have your lawn maintenance and send you the bill.

**ARTICLE III - EASEMENTS**

The Natalie Rae Homeowners Association reserves easements for themselves and for the benefit of any public authorities and utility companies to which they may choose to grant such easements, over and through all areas designated as roads, streets, walkways, and such additional portions of the property as may be necessary in order to provide water, sewerage, power, gas, television cable, surface water drainage and other utility and common services to owners or any portion of the property including, without limitation, all areas designated as such by broken lines on the initial plat. All numbered lots within the property are also subject to an access, drainage, and utility easement five feet in width along and inside all property lines.

The easements reserved to Association above, and the easements which they have granted and shall grant to appropriate public authorities and utilities, shall include the right to go upon, over, across, and under any area of the property for ingress, egress, erection, maintenance installation and use of electrical and telephone poles, wires, cables, conduits, sewers, water mains, gas lines, and other suitable equipment, television cable, gas, water, sewer, and other public conveniences and utilities. Said easement shall also allow Association or any appropriate utility or other authority to cut drain ways for surface water wherever and whenever such action may be necessary to maintain reasonable standards of health, safety and appearance. Said easements include right to cut any trees, bushes, or shrubbery, and to make any grading of the soil or take similar actions reasonably necessary to provide safe and effective utility installation and maintenance.

The easements and rights-of-way granted in this Section may be enjoyed and utilized by all parties to whom such easements and rights-of-way are granted, and to their assignees, lessees, guests, invitees and licensees. Nothing contained herein shall prevent Association from dedicating to any public authorities said areas which shall be governed by applicable laws and regulations, and they shall have no further responsibility for maintenance or upkeep of the areas so dedicated, except as may be required by such applicable law.

**ARTICLE IV - MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

4.1 Membership. Every person or entity who is a recorded owner of a fee or undivided fee interest of any lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity, who holds such interest merely as a security for the performance of an obligation, shall not be a member.

4.2 Members. A member shall be all those owners of lots in Natalie Rae Subdivision. Members shall be entitled to one (1) vote for each lot in which they hold the interests required for membership by Section 4.1. When more than one person holds such interest or interests in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such lot.

## ARTICLE V - COVENANT FOR MAINTENANCE DUES

5.1 Creation of Lien and Personal Obligation of Annual Dues. Each owner of any lot by acceptance of a deed to a lot within Natalie Rae Subdivision, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay annual dues to the Association as determined by the Board of Directors. Such dues shall be a charge on the land and shall be a continuing lien upon the property. Each owner of any lot shall also be deemed to covenant and agree to pay to the Association special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as such interest thereon and cost of collection thereof as hereinafter provided, which shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. All such dues and assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

5.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the lot owners in Natalie Rae Subdivision and in particular shall be used for the payment of costs and expenses, including but not limited to, the following:

- A. For the payment of expenses related to the upkeep, maintenance and replacement of signs within Natalie Rae Subdivision identifying the subdivision, containing street names or other safety signs, if any.
- B. For the payment of services for any street lighting undertaken and accepted by the Associations
- C. Expenses for the maintenance and upkeep of the retention pond, and any other common properties, easements and/or landscape areas, including areas designated for sign easements.
- D. For any other purpose, cost or expense reasonably related to the performance of any duty or responsibility of the Association as determined by the Board of Directions of said Association in accordance with the By-laws and these restrictions.

5.3 Basis and Maximum Annual Assessments. For the year beginning January 1, 2023 and subsequent years, the annual assessments may be adjusted by the Board of Directors as herein provided. The Board of Directors of the Association may, after consideration of current maintenance cost and future needs of the Association, fix the actual assessment for any year at a lesser amount. An amount which will be determined by the Board of Directors.

5.4 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 part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes.

5.5 Change in Basis and Maximum Annual Assessments. Such to the limitations in Article 5.3 above, and the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Article 5.3 hereof prospectively for any such period provided that any shall have the assent of the Board of Directors who at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

5.6 Quorum for Any Action Authorized Under Section 5.4. The quorum required for any action respecting assessments authorized by Section 5.4 hereof shall be the number of Members present at a meeting duly called and convened pursuant to Section 5.4.

5.7 Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence on January 1 of each year. The annual assessments provided for herein shall begin and become due and payable no later than March 1 of each year thereafter. The due date of any special assessment under Article 5.4 hereof shall be fixed in the resolution authorizing such assessment.

5.8 Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of any special assessment and at least thirty (30) days in advance of the due date of any assessment prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner. Written notice of the assessment shall thereupon be sent to every owner subject thereto. The Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

5.9 Effect of Non-Payment of Annual Dues; the Personal Obligation of the Owner; the Lien; Remedies. If the annual dues are not paid on the date when due, then such dues shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, become a continuing lien on the property, which shall bind such property in the hands of the then owner, his heirs, devisees, Personal Representatives, successors and assigns. The personal obligation of the then owner to pay such annual dues, however, shall remain his personal obligation for the statutory period, but such personal obligation shall not pass to his successors in title unless expressly assumed by them. Such successors in title do, however, take the title subject to any outstanding lien for dues. If the dues are not paid within thirty (30) days after the delinquency date, the dues shall bear interest from the delinquency date at the rate of twenty (20) dollars per month from the delinquency date (Association) may bring an

action at law against the owner personally obligated to pay the same or an action to foreclose the lien against the property, and there shall be added to the amount of such dues, the interest thereon as above provided, plus a reasonable attorney's fee and the costs of the action.

5.10 Lien of Dues in Subdivision to Recorded Mortgages. The lien of annual dues provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon a lot subject to the dues. The sale or transfer of a lot shall not affect the lien, provided, however, the sale or transfer of any Lot pursuant to the mortgage foreclosure or any proceeding in lien of foreclosure thereof, shall extinguish the lien of such dues as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any annual dues thereafter coming due or from the lien thereof.

#### **ARTICLE VI - ENFORCEMENT**

If any person owning any real property subject to the within covenants shall violate or attempt to violate any of the covenants herein, it shall be lawful for (Association) and/or any person owning any parcel in the subdivision, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any of such covenants and either to prevent him or them from doing so or to recover damages and other dues for such violation, and, in addition, to recover a reasonable attorney's fee and the costs of the action. Invalidation of any one or more of these covenants by a judgment or court order shall in no wise affect any of the provision which shall remain in full force and effect.

#### **ARTICLE VII - DURATION OF COVENANTS**

These covenants shall run with the land and be fully binding on all persons claiming under them until January 1, 2042, at which time they shall be automatically renewed indefinitely for successive periods of ten years each, except that such covenants may be modified as set forth hereinabove.

IN WITNESS WHERE OF, Natalie Rae Association and the following individuals, as owners of at least two-thirds (2/3) of all lots in Association have caused this Amended and Restated Declaration of Covenants and Restrictions to be executed this date and year first above written.

