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Stephen Ford, Register



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**DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS OF  
MANDY'S MEADOW**

THIS DECLARATION is made this 28<sup>th</sup> day of July, 2009, by Suncrest Homes LLC herein after "Developer."

WHEREAS, Developer is the owner of certain Lots of land in Spartanburg County, South Carolina, Shown and upon plat entitled "Mandy's Meadow Subdivision" made by John Robert Jennings Dated August 8, 2008, recorded in Plat Book 163 Page 423, ROD Office for Spartanburg County, SC, and

WHEREAS, Mandy's Meadow will be a residential community, and the developer desires to provide for the preservation of values and amenities of said community and for the maintenance of common facilities and to this end, desires to subject all of the lots in Mandy's Meadow as shown on the above plat to the within Protective Covenants, Conditions, Restrictions, Easements, charges and liens (herein referred to as Covenants and /or Restrictions) for the benefit of each and every owner in Mandy's Meadow, and

WHEREAS, Developer deems it desirable to create an agency to which should be delegated and assigned the powers of maintaining and administering and enforcing the Covenants and Restrictions and collecting and disbursing the assessments and charges hereafter created, and is incorporating under the laws of the State of South Carolina, as a nonprofit corporation, Mandy's Meadow Homeowners Association for exercising the aforesaid functions;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the mutual benefits and advantages to the Developer and to future property owners of lots shown on the above plat, Developer hereby impose upon Mandy's Meadow the following covenants, conditions, restrictions, easements, charges and liens, which shall bind the Developer, its successors and assigns, and all future owners of said lots, their respective heirs and assigns:

1. DEFINITIONS: The following words when used herein (unless the context shall require a different meaning) shall have the following meaning:

A. "Association" shall mean and refer to Mandy's Meadow Homeowners Association.

B. "Mandy's Meadow" shall mean and refer to all of the lots and property shown upon a plat of "Mandy's Meadow Subdivision," prepared for the Developer and recorded in the ROD Office of Spartanburg County.

C. "Common Properties" shall mean and refer to any and all properties or property rights, such as easements or other rights which shall be conveyed by the Developer or other grantors to the Association, which property and rights shall be held, managed and maintained by the Association in accordance with its rules, regulations, and Bylaws.

D. "Developer" shall mean and refer to Suncrest Homes LLC, Inc.

E. "Lot" shall mean and refer to any numbered parcel of land shown upon a plat of Mandy's Meadow subdivision prepared for the Developer and recorded in the ROD Office of Spartanburg County.

F. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot situated within Mandy's Meadow Subdivision, but notwithstanding any applicable theory of mortgage law, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any other proceeding or deed in lieu of foreclosure.

G. "Member" shall mean and refer to any Owner who is a member of the Association as provided in Paragraph 36 hereof.

2. SINGLE FAMILY RESIDENTIAL USE: No lot shall be used except for private, single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two (2) stories in height, and, if approved in advance in writing, a private detached garage. No lot or portion of a lot shall be used either as a road of easement or other means of access to adjoining property without express written consent of the Developer.

3. SUBDIVISION OF LOTS: Developer or any subsequent owner of a lot, with the prior written consent of Developer or its nominee, may sell and convey a portion of any lot to the owner of an adjoining lot, provided that any such sale of a portion of a lot does not result in the creation of another lot or a greater number of lots than that shown on said plat and does not violate any other provisions hereof. No lot may be subdivided to create an additional lot. In any such sale of a portion of a lot, the portion shall merge into and become part of the adjoining lot, and the terms and conditions herein shall apply to the lot and portion of a lot as though they were originally platted as one lot. After Developer has conveyed all the lots, adjoining owners may adjust their boundary lines without additional approval provided that under no circumstances shall a new lot be created by such adjustment.

4. MINIMUM HEATED AREA: Each dwelling shall have at least two (2) bathrooms and no less than One Thousand (1000) square feet of heated floor area and a double garage. The heated floor area required by this paragraph shall not include basements, porches, verandahs, breezeways, terraces and garages.

5. BUILDING SETBACK LINES: No building or portion of a building, including stoops, verandahs, steps and porches shall be located on a lot nearer the front property line or nearer the side street property line of a lot than the setback line (s) shown for such lots on the plat referred to in the deed to such lots from Developer, nor nearer than five (5) feet to any side property line. Furthermore, no such above ground improvements shall be built within twenty (20) feet of the rear property line and, in the case of a corner lot, within ten (10) feet of the side street right-of-way. Nonetheless, Developer reserves the right and privilege to give a waiver to any setback restrictions on a lot, but such waiver must be given in writing to be valid. Developer reserves the right to deny a waiver for any reason deemed appropriate in its sole discretion.

6. APPROVAL OF BUILDING PLANS-SPECIAL CONDITIONS:

A. No building or structure, whether it is a dwelling, garage, fence or driveway shall be erected, placed or altered on any lot until the building plans, elevations, location and specifications have been approved in writing by Developer or its nominee. If such shall not be approved or disapproved within thirty (30) days after being submitted, then such approval shall not be required, provided, however, the design and location of the proposed construction shall conform to the specific building requirements stated herein and otherwise be in harmony with the existing structures in the subdivision. Any proposed building must be built as a permanent structure and be designed in harmony with the main dwelling. Disapproval of plans, elevations, location or specifications may be purely upon aesthetic reasons in sole discretion of the Developer or its nominee.

B. The completion of improvements upon a lot shall include the landscaping of the yard, including grassing all of the disturbed area, and the planting of shrubs and/or decorative plants or bushes along the front elevation of the dwelling.

C. The minimum pitch for the roof of each dwelling or other approved structure shall be 6/12.

D. All garages must have a door installed.

7. BUILDING MATERIALS: Exterior finishes to be Brick, Stone, Stucco, Wood or Vinyl. Any other must be approved by the Developer or its nominee.

8. TRAILERS AND MOBILE HOMES PROHIBITED: Trailers and mobile homes, including typical double-wide mobile homes are absolutely prohibited. Furthermore, no residence or building may be moved from another location and placed or allowed to remain on any lot unless approved by Developer or its nominee.

9. REQUIREMENTS FOR DRIVEWAYS: All driveways shall be constructed of either asphalt paving, concrete or other material approved by Developer or its nominee and shall be maintained by the owner of a lot in a good state of repair and suitable appearance. Where driveways from a lot intersect with the public street, said driveway will abut the existing "rolled" curb, thereby keeping the "rolled" curb in tact and undamaged. If during construction or otherwise, the curb or pavement adjacent to a construction site is broken, removed or otherwise damaged, the owner of the lot upon which such construction or work is being done shall bear the cost of replacing such damage to the satisfaction of the Developer.

10. DEVELOPERS DISCLAIMER: DEVELOPER, AND ITS SUCCESSORS AND ASSIONS, ITS AGENTS, CONSULTANTS AND EMPLOYEES HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, OF GOOD WORKMANSHIP, DESIGN, HABITABILITY, QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE OF MERCHANTABILITY OF ANY KIND SHALL ARISE AS A RESULT OF ANY PLANS, SPECIFICATIONS, STANDARDS AND APPROVALS MADE OR APPROVED BY DEVELOPER, OR ITS NOMINEES, AND DEVELOPER SHALL NOT BE LIABLE TO ANY OWNER OR ANY OTHER PERSON ON ACCOUNT OF ANY CLAIM, LIABILITY, DAMAGE OR EXPENSE SUFFERED OR INCURRED BY OR THREATENED AGAINST ANY OWNER OR SUCH OTHER PERSON ARISING OUT OF OR IN ANYWAY RELATED TO THE SUBJECT MATTER OF ANY REVIEW, ACCEPTANCE, INSPECTION, PERMISSION, CONSENT OR REQUIRED APPROVAL WHICH MUST BE OBTAINED FROM THE DEVELOPER, WHETHER GRANTED OR DENIED. FURTHERMORE, WHILE

























































