

CEDAR BLUFF

| | |
|---|---------------|
| <u>CESAR BLUFF</u> | <u>PAGE 1</u> |
| <u>PLAT BOOK</u> | <u>PAGE 1</u> |
| <u>DEVELOPER</u> | <u>PAGE 1</u> |
| <u>DESIRES</u> | <u>PAGE 1</u> |
| <u>COVENANTS</u> | <u>PAGE 1</u> |
| <u>1. COVENANTS AND RESTRICTIONS BINDING</u> | <u>PAGE 1</u> |
| <u>2. RESIDENTIAL LOTS</u> | <u>PAGE 1</u> |
| <u>(a) FOOTAGE</u> | <u>PAGE 1</u> |
| <u>3. WRITEN APPROVALE FOR GARAGE, OUTBULIDING, DRIVEWAYS,ECT.</u> | <u>PAGE 2</u> |
| <u>4. NOXIOUS OR OFFENSIVE ACTIVITY</u> | <u>PAGE 2</u> |
| <u>(a) ANIMALS</u> | <u>PAGE 2</u> |
| <u>(b) IMMORAL, IMPROPER, OFFENSIVE OF UNLAWFUL USE OF PROPERTY</u> | <u>PAGE 2</u> |
| <u>© LOT MAINTANCE AND APPERANCE</u> | <u>PAGE 3</u> |
| <u>5. COMMERCIAL ACTIVITY</u> | <u>PAGE 3</u> |
| <u>6. FENCING</u> | <u>PAGE 3</u> |
| <u>7. VEHICLE RESTRICTIONS</u> | <u>PAGE 3</u> |
| <u>8. UTILITIES AND DRAINAGE RESTRICTIONS</u> | <u>PAGE 3</u> |
| <u>9. SEWAGE</u> | <u>PAGE 3</u> |
| <u>10. SOIL</u> | <u>PAGE 3</u> |
| <u>11. PULLUTION</u> | <u>PAGE 4</u> |
| <u>12. SIGNBOARDS</u> | <u>PAGE 4</u> |
| <u>13. FUEL TANKS</u> | <u>PAGE 4</u> |
| <u>14. MAILBOX</u> | <u>PAGE 4</u> |
| <u>15. GARBAGE, TRASH CONTINERS AND CLOTHESLINES</u> | <u>PAGE 4</u> |
| <u>16. SATELLITE DISHES</u> | <u>PAGE 4</u> |
| <u>17. DOUBLE GARAGE WITH GARAGE DOOR</u> | <u>PAGE 4</u> |
| <u>18. AMENDMENTS</u> | <u>PAGE 4</u> |
| <u>19. ENFORCEMENTS</u> | <u>PAGE 5</u> |
| <u>20. WAIVE IN VIOLATIONS</u> | <u>PAGE 5</u> |
| <u>21. FORECLOSURES</u> | <u>PAGE 5</u> |
| <u>22. DEEMED TO COVENANT AND AGREEMENTS</u> | <u>PAGE 5</u> |
| <u>23. DEVELOPER MAY ASSIGN RIGHTS</u> | <u>PAGE 6</u> |

lines shown on the recorded subdivision plat of the property and/or as required by applicable subdivision regulations, provided the side set back lines shall be no less than five and (5) feet and rear set back line shall be no less than twenty (20) feet. Concrete block walls may not be used unless faced with brick, stucco, or other material approved by the Developer. No lot shall be further subdivided without the consent of the Developer, or its designee. However, any two lots may be replatted so as to change the property lines but may not create additional lots.

3. No building, whether single dwelling house, garage, or other outbuilding or driveway, shall be erected, placed, or altered on any building lot in this development until the building plans, specifications, and plot plan showing the location of such building or driveway have been approved in writing as to conformity and harmony of the external design with existing structures in the development, and as to location of the building or driveway with respect to the topography and finished ground elevation, by the Developer. Approval shall not be arbitrarily withheld. If such shall not be approved within thirty (30) days after being submitted to the Developer, then such approval shall not be required; provided, however, the design and location of the building or driveway shall conform to and be in harmony with the existing structures in the development. The Developer may disapprove, for any reason, including purely aesthetic reasons.
4. No noxious or offensive activity shall be carried on upon any lot, where the same would constitute a legal nuisance to the neighborhood.
 - (a) No animals shall be kept, maintained or quartered on any lot or any portion of the property except that cats, dogs, and inside pets (such as caged birds and hamsters) may be kept in reasonable numbers as pets for the pleasure of the occupants. All pets shall be kept in fenced areas or on leashes and each owner shall be responsible for the prompt disposal of all excrement or debris of any kind resulting from any pet(s) owned or maintained by such owner on his property.
 - (b) 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. All law, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the property, shall be complied with, by and at the sole expense of the owner.

- (4) Property owners will be required to keep tall shrubbery or hedges trimmed to reasonable limits so that air circulation or views from surrounding property will not be adversely affected. Further, all owners shall be required to maintain their lots and any improvements thereon at all times in a neat, attractive and presentable manner so as not to detract from the overall appearance of the subdivision or the surrounding property. Vegetable or ornamental gardens, and sandboxes or other children's play equipment shall be located only in the rear yard of any lot.
5. No commercial activity or enterprise of any type or nature shall be permitted to be conducted on or about any of the lots and the same is hereby specifically prohibited. Commercial use shall be deemed to include any use of the property for the purpose of a school, nursery, or kindergarten.
6. Chain-link or other wire or metal-type fences shall not be visible from the street, and shall be black or green; split rail, board or masonry walls or fences may be constructed. The Developer in writing shall approve all locations and construction specs of all fencing. The Developer may disapprove fencing for purely aesthetic reasons.
7. No motor vehicle shall be permitted to stand upon any lot in the development which does not have current license plates or is safety inspected and licensed for use on public roadways; no camping trailers, boats, trailer hitches, or similar equipment, shall be permitted to stand on the front portion of any lot in view of the street; no portion of any lot shall be used for the operation of any motorized recreational vehicle, such as motorcycles, mini-bikes, go-carts, dune buggies, or similar equipment. No motorcycle shall be allowed in the subdivision unless it has approved mufflers or sound control devices. No bus, transfer tractor, transfer trailer or tractor-trailer combinations shall be allowed in the subdivision at any time except for loading and unloading. Also, no other trucks with a total length of over eighteen (18) feet shall be allowed at any time except for loading and unloading.
8. There shall be reserved easements for the installation, repair, and maintenance of utilities and drainage facilities over and across the rear ten (10) feet of each lot and five (5) feet on each side of the side lot lines, and five (5) feet across front of lot.
9. All sewage disposal shall be by connection to public sewer. No construction shall begin prior to appropriate approvals and permits.
10. Some of the lots may have been filled by the Developer or its predecessors in title. No representation is made as to the condition

and quality of the soil on any lot. All prospective purchasers of lots shall be presumed to have examined and inspected a lot in detail prior to closing, and to have determined the location and extent of any fill upon said lot. No building shall be erected on any lot until the owner or the owner's contractor shall have definitely determined firm footings. The building line upon the plat is not a representation that any determination has been made as to the suitability for building. All purchasers shall be presumed to have read these restrictive covenants.

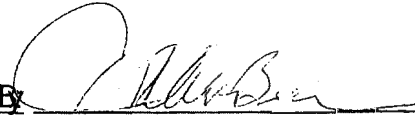
11. No lot may be used in any manner or for any purpose that would result in the pollution of the air, pond or any waterway that flows through or adjacent to the subdivision. All grading shall comply with rules of the South Carolina Land Resources Commission, and South Carolina DHEC.
12. No signboard shall be displayed on any lot in the development except "For Sale" or "For Rent"; said sign shall not be more than two by three feet in size, provided that the undersigned Developer or its successors shall have the right to use additional or larger signs for the development of the property.
13. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within a screened area, or buried underground.
14. Each lot upon which a residence is constructed shall have a mailbox of a type and size specified by Developer. Such mailbox shall be properly maintained at all times by the owner and shall not be altered or replaced except by a new mailbox identical to the one originally installed.
15. All garbage and trash containers shall be underground or placed in screened areas. Clotheslines shall not be located in areas which are visible from the street or other properties.
16. No satellite dishes or outside antennae of any kind shall be allowed unless approved by Developer.
17. All residences must have a double garage with a garage door.
18. Restrictions may be amended anytime by the Developer until title to all lots have been transferred. Thereafter, restrictions may be amended by homeowners with written approval of eighty percent (80%) of the then lot owners.

19. The Developer and any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and reservations. If the Developer or an Owner or Occupant is successful in any such proceeding brought to enforce the provisions of these Restrictions, such successful party shall be entitled to recover from the Defendant or Defendants all costs and attorney fees reasonable incurred in such proceeding. Failure by the Developer or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Developer shall have the right to request that law enforcement, public safety and animal control officers come on the property to facilitate the enforcement of the laws, codes and ordinances of any governmental authority.
20. Developer may waive in whole or in part any minor or unintentional violations of any of the restrictions herein contained.
21. Should any mortgage or other lien of any type be foreclosed on the property, or any portion of the same to which this instrument refers, then the title acquired by such foreclosure, and the person or persons who thereupon and thereafter become the Owners of such property, shall be subject to, and bound by, all of the covenants and restrictions enumerated herein.
22. Each Owner, by acceptance of a deed, shall be deemed to covenant and agree to pay to the Developer, or his designee, the greater of (a) annual assessments or charges set by the Developer, or its designee, or (b) pro-rated share of the street lights and expense(s) for the entrance or common areas for property referred to herein. This 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 such interest thereon and cost is the obligation of the person who was the Owner of such property at the time when the assessment fell due. This assessment shall be subordinate to any lien creditor on the property. The annual assessment provided for herein shall commence on day of purchase as to any lot or residence. The annual assessment is hereby set at \$195.00 per year for completed houses and \$100.00 per year for vacant lots until the Developer or its designee changes such assessments. Builders who contract for lots for the purpose of speculative building will not be subject to this annual assessment unless and until title is transferred from builder to a homeowner, at which time assessments will be due as of transfer date. The Developer agrees to pay for all streetlights and maintenance until December 31, 2001, providing adequate funds are not available from the above-mentioned assessments.

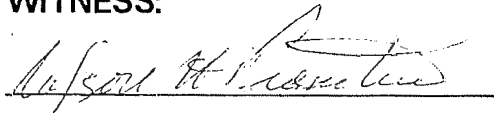
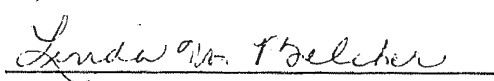
23. Developer may assign his rights and obligations to the Cedar Bluff homeowners or other designee at any time.

IN WITNESS WHEREOF, the undersigned owners have caused this instrument to be executed and their seals affixed this 3rd day of August, 2000.

FOUR SEVENTEEN, INC.

By 
JOHN W. BEESON, SEC.

WITNESS:

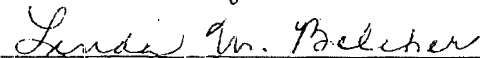



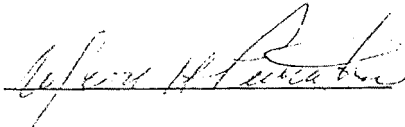
STATE OF SOUTH CAROLINA }
COUNTY OF SPARTANBURG } }

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named FOUR SEVEN EEN, INC. by John W. Beeson, its Secretary sign, seal and as their act and deed deliver the within written Restrictive Covenants and Easements for Cedar Bluff and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this
3 day of Aug. , 2000.


Notary Public for South Carolina
My commission expires: 02/10/07



STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

AMENDMENT TO RESTRICTIVE COVENANTS
AND EASEMENTS OF CEDAR BLUFF

THIS AMENDMENT TO RESTRICTIVE COVENANTS AND EASEMENTS OF CEDAR BLUFF (the "*Amendment*") is made on the Execution Date (hereinafter defined) by **Four Seventeen, Inc.** (the "*Developer*").

WHEREAS, Four Seventeen, Inc. recorded the RESTRICTIVE COVENANTS AND EASEMENTS OF CEDAR BLUFF on November 20, 2000 in the Office of the Register of Deeds for Spartanburg County in Deed Book 72-Z at Page 226 (as amended and supplemented, the "*Declaration*"), thereby encumbering the property known as Cedar Bluff subdivision, being more particularly described in the Declaration (the "*Property*" or the "*Community*"); and

WHEREAS, an AMENDED RESTRICTIVE COVENANTS AND EASEMENTS OF CEDAR BLUFF, dated July 17, 2009, was recorded July 20, 2009 in the Office of the Register of Deeds for Spartanburg County in Deed Book 94-E at Page 778 (the "*Amended Declaration*"); and

WHEREAS, the Amended Declaration was executed in error by the Cedar Bluff Homeowners Association instead of the Developer and is therefore invalid and of no force or effect; and

WHEREAS, pursuant to Section 18 of the Declaration, the Developer may unilaterally amend the Declaration because it still owns title to at least one Lot within the Community; and

WHEREAS, the Developer seeks to amend the Declaration as set forth herein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Developer hereby declares that the Declaration is hereby amended as follows, and further that the property described in this Amendment shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth which shall run with the title to the Property and all Lots therein and which shall be binding on all parties possessing any right, title or interest in the herein-described properties or any portion thereof, their heirs, successors and assigns:

1. **The Amended Declaration was executed in error by the Cedar Bluff Homeowners Association instead of by the Developer. At the time the Amended Declaration was executed and recorded, the Cedar Bluff Homeowners Association: (a) was a non-existent entity, and (b) did not possess the requisite amendment rights per the Declaration to amend. Therefore, the Amended Declaration is invalid and of no force or effect and the Developer hereby nullifies the Amended Declaration for all intents and purposes. Said nullification does not in any way affect the validity and enforceability of the Declaration, which remains in full force and effect, as amended herein.**

2. **Section 18 of the Declaration is hereby deleted in its entirety and replaced with the following:**

This Declaration may be unilaterally amended at any time by the Developer until title to all Lots in the Community have been conveyed to purchasers by Developer. In addition,

this Declaration may be amended by the Cedar Bluff Homeowners Association (the "*Association*") if:

- (1) two-thirds (2/3) of the Lot Owners present, in person or by proxy, at a duly-called meeting of the Association, affirmatively vote in favor of the amendment, and
- (2) for so long as the Developer holds title to any Lot in the Community, the Developer consents in writing to the Amendment.

3. Section 22 of the Declaration is hereby deleted in its entirety and replaced with the following:

(A) Membership. Every person or entity who is the record owner of a fee or undivided fee interest in any Lot within the Community, including contract sellers, but excluding those who hold an interest merely as security for the performance of any obligations, shall be a Member of the Association. Ownership of such interest shall be the sole qualification for such membership. No Owner shall have more than one membership in the Association and there shall be only one vote for each Lot in the Community. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot within the Community. The Board of Directors of the Association (the "*Board*") may make reasonable rules regarding proof of ownership.

(B) Assessments. Each Owner, by acceptance of a deed, shall be deemed to covenant and agree to pay the Association, or its designee, any and all assessments and charges levied by the Association, including without limitation annual and special assessments; provided however the developer or builder who contracts lots for the purpose of speculative building will not be subject to this assessments until title is transferred from the developer or builder to a homeowner or until a residence is constructed. Such assessments, together with interest thereon and costs of collection thereof, including reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien in favor of the Association upon the Lot and improvements 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 or entity who was the Owner of such Lot at the time when the assessment fell due. The annual assessment shall commence on the day of purchase as to any Lot or residence. The amount of annual assessments and any other assessments shall be set by the Board in its sole discretion.

(C) Effect of Nonpayment of Assessments. Any assessment or portion thereof which is not paid when it falls due shall be delinquent. If the assessment or portion thereof is not paid within thirty (30) days after the due date, the same shall bear interest from the date of delinquency at the applicable interest rate set by the Board. The Association may file a notice of lien against the Owner, Lot and residence and bring an action against the Owner personally obligated to pay the same, or foreclose the lien against the property in the same manner provided under South Carolina law for the foreclosure of a real estate mortgage. In either event, interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of their Lot.

4. Pursuant to Section 23 of the Declaration, Developer is executing, contemporaneously with this Amendment, an Assignment of Developer Rights assigning its reserved rights as Developer under the Declaration to the Association, to be recorded immediately after this Amendment.

5. All capitalized terms not defined herein shall have the meaning set forth in the Declaration.

6. If any term or condition of this Amendment conflicts with the terms or conditions of the Declaration, the terms and conditions of this Amendment shall control. Otherwise, the terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has by its duly authorized officer set its hand and seal this 7th day of February, 2013 (the "Execution Date").

WITNESSES:

DEVELOPER:

[Signature]
(witness #1)
Jeannearyn Froman
(witness #2)

Four Seventeen, Inc.
By: [Signature]
Print Name: FRANK M. NUTT
Its: PRESIDENT

STATE OF SOUTH CAROLINA)
COUNTY OF Spartanburg)

ACKNOWLEDGEMENT

I, Gretchin McGuinn, a Notary Public for the State of South Carolina, do hereby certify that **Four Seventeen, Inc.**, by Frank Nutt, its President personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Given under my hand and official seal this 7 day of February, 2013.

[Signature]
Notary Public for South Carolina
My Commission Expires: 10/10/16

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

Cedar Bluff Homeowners Association, INC.

RECORDING OF DOCUMENTS PURSUANT TO
THE SOUTH CAROLINA HOMEOWNERS
ASSOCIATION ACT (S.C. CODE ANN. §§ 27-30-
110 TO -170):

1. BYLAWS OF CEDAR BLUFF HOA

Declaration originally recorded in Book 72-Z at Page 226

WHEREAS, the South Carolina Homeowners Association Act (S.C. Code Ann. §§ 27-30-110 to -170) requires Homeowners Associations to record Governing Documents, Rules, Regulations, and amendments thereto; and

WHEREAS, the Restrictive Covenants and Easements Cedar Bluff was recorded on November 20, 2000 in the Office of the Register of Deeds for Spartanburg County in Deed Book 72-Z at Page 226 (as amended and supplemented, the "**Declaration**"); and

WHEREAS, pursuant to the Declaration, Cedar Bluff Homeowners Association, INC is the Homeowners Association for Cedar Bluff; and

WHEREAS, Cedar Bluff Homeowners Association, INC desires to comply with the recording requirements of the South Carolina Homeowners Association Act by recording its Governing Documents, Rules and Regulations, as amended, that have not already been recorded; and

NOW THEREFORE, in accordance with the foregoing, Cedar Bluff Homeowners Association, INC does hereby record the following to comply with the recording requirements of the South Carolina Homeowners Association Act:

1. Bylaws of Cedar Bluff Homeowners Association, attached as **Exhibit A**

IN WITNESS WHEREOF, Cedar Bluff Homeowners Association, INC has by its duly authorized officer set its hand and seal this 3rd day of JANUARY, 20 19.

[Signature page to follow]

DEE-2019-487



DEE BK 122-H PG 236-242

Recorded 7 Pages on 01/04/2019 03:36:38 PM

Recording Fee: \$13.00

Office of REGISTER OF DEEDS, SPARTANBURG, S.C.

Dorothy Earle, Register Of Deeds

