

STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )     **RESTRICTIVE COVENANTS AND  
EASEMENTS RUSSELL PLACE**

**WHEREAS**, pursuant to that certain Assignment of Rights dated June 3, 2021 and recorded June 15, 2021 in Book 132-Q, Page 276, Spartanburg County Register of Deeds, Walden Properties, LLC assigned its rights as Developer (as defined in those certain Restrictive Covenants and Easements recorded in Book 87-F, Page 588, Book 89-U, Page 447 and Book 99-E, Page 420, Spartanburg County Register of Deeds) to Land Partners, LLC, (hereinafter referred to as the "Developer") a South Carolina limited liability company, which in addition to the rights granted to it by said Assignment (as authorized in the aforementioned recorded documents) is the owner of those certain lots as set forth in Deed Book 131-Y, Page 568, Spartanburg County Register of Deeds, said lots being in the subdivision known as Russell Place, originally shown on a plat dated July 11, 2006 by Gooch & Associates, P.A., Surveys, and recorded in Plat Book 160, Page 243, Register of Deeds for Spartanburg County, South Carolina on August 10, 2006.

**WHEREAS**, the Property is defined as that certain real property described in Exhibit A attached hereto, which includes all the same property referred to in those certain documents recorded in Deed Book 87-F, Page 588, Book 89-U, Page 447 and Book 99-E, Page 420, Spartanburg County Register of Deeds as well as the plat for Land Partners, LLC recorded herewith.

**WHEREAS**, the Developer desires to impose certain amended restrictive covenants upon said Property in order to ensure its use for residential purposes, to prevent impairment of the attractiveness of the Property, and to maintain the desired quality of the community with no greater restriction on the free and undisturbed use of the Property than is necessary to insure the same advantages to the other lot owners;

**NOW THEREFORE, KNOW ALL MEN BY THESE PRESENT**, that the undersigned, Land Partners, LLC, does hereby make and declare the following restrictions on the uses to each lot or tract in the above-described and platted Property. These Restrictions and Covenants shall take the place of any and all prior recorded Restrictions and Covenants in place, including but not limited to the recorded documents set forth above in Book 87-F, Page 588, Book 89-U, Page 447 and Book 99-E, Page 420, Spartanburg County Register of Deeds. The undersigned Developer does hereby declare that such restrictions shall constitute covenants that run with the land and shall be binding on all parties and all persons claiming under and for the benefit of and limitation on all parties and all future owners in such development, this declaration of restrictions being designed for the purpose of creating and maintaining the development as a desirable, uniform, and architecturally suitable development.

1.     **SINGLE FAMILY RESIDENTIAL USE:** All lots shall be used only as private single family residential lots only, except any land set aside by the Developer or his nominee for recreational and/or common area purposes

DEE-2021-65393



DEE BK 134-S PG 69-80

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Recording Fee: \$25.00

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

2. **SUBDIVISION OF LOTS:** Developer or his nominee or any subsequent owner of a lot, with the prior written consent of Developer or his 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, conditions and restrictions herein shall apply to the lot and portion of a lot as though they were originally platted as one lot.

3. **MINIMUM HEATED AREA:** Each residence erected in the development shall have a minimum of fifteen hundred (1500) square feet of enclosed, heated living space, not including garages, porches, breezeways, or basements; with the exception of Lots 6, 9, & 13 which shall have a minimum of twelve hundred (1200) square feet.

4. **BUILDING SETBACK LINES:** No building or any portion of a building shall be located nearer the front, side and rear property lines than at least the minimum number of feet required by the setback lines shown on the recorded subdivision plat of the said property, including any revisions thereto, and/or as required by applicable subdivision regulations, provided the side setback lines shall be no less than three and one-half feet (3.5 feet) on each side and the rear setback lines shall be no less than twenty (20) feet.

5. **EASEMENTS FOR UTILITIES:** Developer or his nominee reserves easements for the installation, maintenance, and repair of all utilities and drainage facilities over, upon, and across the rear ten (10) feet of each lot, five (5) feet on each side of each side lot lines, and five (5) feet across the front of each lot. Developer or his nominee may transfer or assign any and all reserved easements to the respective utility companies or any other party if necessary for the installation and maintenance of any utilities or service.

6. **APPROVAL OF BUILDING PLANS AND BUILDER:** No building or structure, whether single dwelling house, garage, or driveway shall be erected, placed, or altered on any lot until the building plans, elevations, location, specifications, and plot plan showing the location of such building(s) and driveway have been submitted in writing to the Developer or his nominee and approved in writing by the Developer or his nominee regarding the 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. If such shall not be approved or disapproved within thirty (30) days after being submitted in writing to the Developer or his nominee, then such approval shall not be required; provided, however, the design and location of the proposed construction shall conform to and be in harmony with the existing structures in the development. Disapproval of plans, elevations, locations, and/or specifications may be based purely upon aesthetic reasons in the sole discretion of the Developer or his nominee. Developer or his nominee will not approve any type of outbuilding whatsoever. In an effort to maintain and preserve the conformity, harmony and quality of the exterior design and scheme of the development, the Developer or his nominee restricts and limits the construction of homes in the development to only builders licensed in the State of South Carolina and approved by the Developer or his nominee.

- A. 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.
- B. All habitable floor space of all homes shall be of crawl space design or built upon a raised slab.
- C. All residences must have a single or double garage with a garage door which is consistent with the style and design of the development.
- D. No lot may be used in any manner or for any purpose which would result in the pollution of the air, pond, or any waterway which flows through or adjacent to the subdivision. All grading shall comply with rules of the South Carolina Land Resources Commission and the South Carolina Department of Health and Environmental Control.
- E. Any additions, modifications, or alterations of driveways, sidewalks, and patios shall be approved in writing by the Developer, his nominee, or any architectural committee formed or designated by the Developer.
- F. All cosmetic and/or structural changes to the exterior of a residence, including, but not limited to, change of color, pattern, and/or design, shall be approved in writing by the Developer, his nominee, or any architectural committee formed or designated by the Developer under the same terms and time frames as listed above.

7. **DEVELOPER'S DISCLAIMER:** Developer or his nominee requires approval of all building plans, elevations, locations and specifications solely for the purpose of preserving a consistent appearance of the residences and structures throughout the development. As such, Developer, his nominee, and/or his successors and/or assigns, 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 or merchantability or any representation concerning same, and no warranties of any kind shall arise as a result of any plans, specifications, standards or approvals made or approved by Developer, or its nominees, successors, and/or assigns and Developer or his nominee 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 any way related to the subject matter of any review, acceptance, inspection, permission, consent or required approval which must be obtained from the Developer or his nominee, whether granted or denied either by action or failure to act.

8. **BUILDING MATERIALS:** All exterior walls of homes must be either or combination of brick veneer, stone, cement lap siding and accent shakes which has been pre-approved by the Developer or his nominee.

9. **COMPLETION OF IMPROVEMENTS:** All houses and other structures related thereto must be completed within one (1) year after the commencement of construction, except where completion of construction is impossible due to fire, national emergency or other natural calamities.

10. **COVENANT OF GOOD APPEARANCE AND REPAIR:** Each lot owner shall maintain his or her lot and the exterior of all improvements thereon at all times in a neat, attractive, and good appearance and repair in order to assure that no condition exists which would diminish the good appearance of the property.

Every owner of a vacant or unimproved lot shall keep such lot free of debris and unsightly and tall underbrush, weeds, grass, or other unsightly vegetation. In the event that the owner shall fail to maintain a lot in a good state of repair and appearance, the Developer, his nominee, or the Homeowners Association at Russell Place, or their agents or employees, shall have the right to maintain the same and charge the cost thereof to the owner, but no work shall be done without due and proper notice to the owner and an allowance of thirty (30) days to correct the specified problems. In the event the owner(s) of a lot shall fail to pay such charges within thirty (30) days of billing, the same may be collected in the same manner and under the same terms as Assessments set forth herein. Further, every owner shall be required to keep shrubbery and hedges trimmed to reasonable limits so that air circulation or views from surrounding property will not be adversely affected.

At no time shall any personal articles be stored in the front, side or rear yards except for grills and patio furniture. Grills and patio furniture are the only articles which may be stored on the rear patio. Exterior hot tubs are strictly prohibited in order to allow each resident privacy and quiet enjoyment of his/her rear patio. Clotheslines shall not be permitted under any circumstances. es of any type or size are absolutely prohibited.

11. **MOBILE HOMES AND MANUFACTURED HOMES PROHIBITED:** Mobile homes or trailers of any type or size are absolutely prohibited. Manufactured homes or any other type of factory-built or pre-built homes of any type or size are absolutely prohibited. Furthermore, no residence or building may be moved from another location and placed on any lot.

12. **SEWAGE:** All sewage shall be disposed of through the sanitary sewer collection lines located within the subdivision which connect to the public sewer system. No construction shall begin prior to obtaining the appropriate approvals and permits to connect to the public sewer system.

13. **FENCING:** Only wrought iron or wooden fencing of a height and design approved by the Developer or his nominee may be used on any lot or any portion of any lot. Excepted from this requirement is the fencing the Developer is required to place for safety purposes around the retention ponds throughout the development.

14. **BUSINESS ACTIVITIES PROHIBITED:** No commercial operations, business operations, manufacturing or production, or commercial enterprise of any type or nature shall be permitted to be conducted on or about any lot 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, daycare, or kindergarten.

15. **NUISANCES AND OFFENSIVE ACTIVITIES:** No nuisance or other noxious, immoral, improper, offensive, unlawful, unsightly, or unsanitary activity or condition shall be

conducted or allowed to exist on any lot or the adjoining street(s). 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 laws, 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.

16. **PARKING OF BOATS AND RECREATIONAL VEHICLES:** No motor vehicle, inoperable motor vehicle, wrecked vehicle, or other motor vehicle which does not have a current license plate shall be parked in the street right of way or be kept on any lot in the subdivision unless stored in an enclosed garage. No camping trailers, boats, boat trailers, motorcycle trailers or similar recreational vehicles or equipment, shall be permitted to stand on portion of any lot. No buses, transfer tractor, transfer trailer, or tractor-trailer combinations shall be allowed to park in the street right of way or on any lot in the subdivision at any time except for loading and unloading. Further, no other trucks with a total length of over eighteen (18) feet shall be allowed at any time except for loading and unloading. No portion of any lot shall be used for the operation of any motorized recreational vehicle, such as motorcycles, mini-bikes, go-carts, four wheelers, dune buggies, or similar equipment. Motorcycles are allowed in the development as long as stored in the garage of the residence while not in use. All other motorized and non-motorized bikes and/or recreational vehicles must be stored in the garage when not in use.

17. **GARDENS, FLOWER BEDS AND BERM:** Vegetable or ornamental gardens shall be located only in the rear yard of any lot only if sufficient space exists for such planting. In order to maintain continuity of appearance throughout the neighborhood, organic pine needles or mulch are the only accepted bedding material for all flower beds on a residential lot.

18. **ANIMALS:** No animals shall be kept, maintained or quartered on any lot or any portion of any lot or property except that a total of two animals weighing less than twenty (20) pounds each may be kept as inside pets for the pleasure of the occupants. However, the homeowner shall be responsible for the control and conduct of such household pets so as the pets do not become an annoyance or nuisance to others. The homeowner shall be solely responsible for cleaning up and removing any and all waste caused by their pets in or around the development, including all common areas, sidewalks, and streets.

19. **TRASH RECEPTACLES:** All receptacles for trash or garbage must be kept within an enclosed area and hidden from public view.

20. **TELEVISION ANTENNAE AND SATELLITE DISHES:** No outside antennae or satellite dishes of any kind shall be allowed unless approved by the Developer or his nominee.

21. **SIGNS:** No signboards or other signs of any kind shall be displayed on any lot except a single "For Sale" or "For Rent" sign which shall be no more than two (2) feet by three (3) feet in size, provided, however, the Developer or his nominee, his successors, assigns, and/or designees shall have the right to use additional or larger signs for the development of the property.

22. **FUEL TANKS:** No fuel tanks or similar storage receptacles may be used on any lot at any time.

23. **MAIL RECEPTACLES:** Each lot upon which a residence is constructed shall have a mail receptacle and supporting structure of a type, size, height, and location specified by the Developer or his nominee. After installation, each owner shall be required to properly maintain the said mail receptacle and supporting structure at all times. No mail receptacle shall be altered or replaced except by a new mail receptacle identical to the one originally installed.

24. **TEMPORARY SALES AND CONSTRUCTION OFFICE:** The Developer or his nominee shall have the right to place or erect a temporary sales and construction office on any lot in the development.

25. **FORMATION OF AND MEMBERSHIP IN THE HOMEOWNERS ASSOCIATION AT RUSSELL PLACE - COVENANT FOR ASSESSMENTS:**

A. Formation of Homeowners Association: Developer or his nominee shall cause to be incorporated under South Carolina law a non-profit corporation called the Homeowners Association at Russell Place (hereafter known as Association). The owner or owners of each lot in the subdivision shall be a member of the Association and shall be subject to the By-Laws of the Association as same maybe amended from time to time. The Association shall have the right to levy assessments upon the owners of all lots in Russell Place to support its functions and responsibilities hereunder.

B. Limitation of Liability: The Association, its Directors, Officers, and Members shall not be liable to the owners, their lessees and heirs, successors, and/or assigns or to any other person or entity for any damage or claim which results from any rule or regulation promulgated in good faith and with reasonable care.

C. Covenant for Assessments: Each homeowner shall pay the Developer or his nominee an assessment of \$250 annually commencing January 1, 2022 and continuing in a certain amount every year thereafter unless terminated or modified. The monthly assessment will be used by the Developer as set forth in paragraph E below. The assessment set forth herein may be amended annually by the developer based on expenses/costs allowed. The Developer shall not pay any such assessment for any lot(s) owned by it. If the Developer conveys a lot in the subdivision, the annual assessment for the then current year shall be pro-rated as of the date of conveyance. Any Builder owned lot shall not pay any such assessment for any lot(s) owned by it for up to a 12-month period. After such period any Builder owned lot will be assessed as set forth in paragraph C.

D. Costs and Expenses of Collection: Should the Association be required to employ the services of an attorney to collect assessments, file liens against property for failure to pay assessments, or otherwise seek legal advice or action in an effort to collect assessments, it shall also be entitled to collect all costs of collection, including reasonable attorney's fees and filing fees, which amount shall be added to and become a part of the assessments due hereunder.

the acquiring party, and only upon affirmative acceptance of such rights and obligations by the acquiring party, as specifically affirmed in any document transferring the interest in the unsold lots to such acquiring party.

28. **TERM OF ENFORCEMENT:** These terms and conditions may be changed by the Developer, or its successor or assigns, so long as the Developer or its successor or assigns owns at least one (1) lot in the development. Upon Developer owning no lots in the subdivision, these terms and conditions may be changed by written agreement of at least 2/3 of the then owners of the lots in the subdivision. Any such change of terms and conditions must be recorded in the Office of the Register of Deeds for Spartanburg County, South Carolina in order to provide public notice of said change or termination.

29. **EFFECT OF COVENANTS AND ENFORCEMENT.**

A. **Effect of Provisions of these Covenants:** Each owner, tenant, and guest, their successors, heirs, and assigns, and all others who take an interest in the land or realty within the development do promise, covenant, and undertake to comply with each provision of these Restrictions and Covenants, which provisions:

- 1) shall be considered and deemed to be incorporated in each deed or other instrument by which any right, title or interest in any lot within the development is granted, devised or conveyed, whether set forth or referred to in such deed or other instrument;
- 2) shall, by virtue of acceptance of any right, title, or interest in any lot by an owner, be deemed accepted, ratified, adopted and declared as a personal covenant of such owner to, with and for the benefit of the Developer or his nominee, the Association and all other owners, their respective heirs, successors and assigns;
- 3) shall be deemed a real covenant by the Developer or his nominee for his own purposes and for the purposes of his successors, assigns, designees, or nominees, running in each case, both as to burdens and benefits with and upon the title to each lot within the development;
- 4) shall be deemed a covenant, obligation, and restriction secured by a lien binding, burdening, and encumbering the title to each lot with the development, which lien, with respect to any such lot, shall be deemed a lien in favor of the Association.

B. **Who May Enforce:** The benefits and burdens of these Covenants run with the land at law and in equity, and the Developer or his nominee and the Association, their respective successors, assigns, representatives, Personal Representatives, and/or nominees shall have the right to enforce and proceed against any party in violation of these Covenants and to compel compliance with the terms hereof and to prevent the violation or breach in any event.

- E. Savings Clause: If any provision(s) of this instrument are found to be ineffective or unenforceable for any reason whatsoever in the final judgment of any court having jurisdiction of the subject matter hereof, the remaining provisions hereof shall remain in full force and effect and be fully enforceable and binding upon the owners, their respective heirs, successors, devisees, or assigns.

**IN WITNESS WHEREOF**, the undersigned Developer has caused this instrument to be executed this 17 day of November, 2021.

Signed, Sealed and Delivered

in the Presence of:

**LAND PARTNERS LLC**

By:

Its: Member

STATE OF SOUTH CAROLINA )

COUNTY OF SPARTANBURG )

**PROBATE**

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Grantor(s), LAND PARTNERS, LLC, by its duly authorized member, Andrew Hewitt, sign, seal and as the Grantor's(s') act and deed deliver the within Restrictive Covenants and Easements and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 18  
Day of November, 2021.

Notary Public for State of South Carolina  
My Commission Expires: \_\_\_\_\_

(SEAL)





**SCHEDULE A**  
**LEGAL DESCRIPTION**

ALL THESE CERTAIN PIECES, PARCELS OR LOTS OF LAND, SITUATE, LYING AND BEING IN THE STATE OF SOUTH CAROLINA, COUNTY OF SPARTANBURG, BEING SHOWN AND DESIGNATED AS LOTS 1, 2, 3, 4, 5, 19, 20, 21, 22, 23, 24, 25 AND 26 AS DESCRIBED ON A SURVEY DATED AUGUST 10, 2006 MADE BY GOOCH & ASSOCIATES, P.A., FOR RUSSELL PLACE PATIO HOME SUBDIVISION, PHASE 1, AND RECORDED AUGUST 10, 2006 IN PLAT BOOK 160, PAGE 243 IN THE OFFICE OF THE SPARTANBURG COUNTY ROD.

**AND**

ALL THESE CERTAIN PIECES, PARCELS OR LOTS OF LAND, SITUATE, LYING AND BEING IN THE STATE OF SOUTH CAROLINA, COUNTY OF SPARTANBURG, BEING SHOWN AND DESIGNATED AS LOTS 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 AND 18 AS DESCRIBED ON A SURVEY DATED MARCH 8, 2007 MADE BY GOOCH & ASSOCIATES, P.A., FOR RUSSELL PLACE PATIO HOME SUBDIVISION, PHASE 2, AND RECORDED MARCH 8, 2007 IN PLAT BOOK 161, PAGE 218 IN THE OFFICE OF THE SPARTANBURG COUNTY ROD.

**ALSO**

ALL THESE CERTAIN PIECES, PARCELS OR LOTS OF LAND, SITUATE, LYING AND BEING IN THE STATE OF SOUTH CAROLINA, COUNTY OF SPARTANBURG, BEING SHOWN AND DESIGNATED AS LOTS 1, 6, 7, 8, 9, 13, 14, 15, 16, 17, 18, 19, 20, 21, AND 24 AS DESCRIBED ON A SURVEY DATED JUNE 1<sup>ST</sup>, 2021 MADE BY GOOCH & ASSOCIATES, P.A., FOR LAND PARTNERS, LLC TO BE DULY RECORDED IN THE OFFICE OF THE SPARTANBURG COUNTY ROD.

**TAX MAP NUMBERS:**

LOT 1: 6-20-03-012.01

LOT 2: 6-20-03-012.03

LOT 3: 6-20-03-012.03

LOT 4: 6-20-03-012.04

LOT 5: 6-20-03-012.05

LOT 6: 6-20-03-012.00

LOT 7: 6-20-03-012.14

LOT 8: 6-20-03-012.15

LOT9: 6-20-03-012.16

LOT10: 6-20-03-012.17

LOT 11: 6-20-03-012.18

LOT 12: 6-20-03-012.19

LOT 13: 6-20-03-012.20

LOT 14: 6-20-03-012.21

LOT 15: 6-20-03-012.22

LOT 16: 6-20-03-012.23

LOT 17: 6-20-03-012.24

LOT 18: 6-20-03-012.25

LOT 19: 6-20-03-012.06

LOT20: 6-20-03-012.07

LOT21: 6-20-03-012.08

LOT 22: 6-20-03-012.09

LOT 23: 6-20-03-012.10

LOT 24: 6-20-03-012.11

LOT 25: 6-20-03-012.12

LOT 26: 6-20-03-012.13

STATE OF SOUTH CAROLINA ) **FIRST AMENDMENT TO**  
COUNTY OF SPARTANBURG ) **RESTRICTIVE COVENANTS AND**  
**EASEMENTS RUSSELL PLACE**

**WHEREAS**, on November 19, 2021, Restrictive Covenants and Easements Russell Place was recorded in Deed Book 134-S, Page 69, Spartanburg County Register of Deeds for that certain real property described on Exhibit A attached thereto and hereto.

**WHEREAS**, the Developer desires to amend paragraph 25 of the Restrictive Covenants and Easements Russell Place as set forth below, while all provisions and terms of the Restrictive Covenants and Easements Russell Place shall remain in force and effect except that certain provision amended herein.

**NOW THEREFORE, KNOW ALL MEN BY THESE PRESENT**, that the undersigned, Land Partners, LLC, does hereby make and declare the following amendment to the Restrictive Covenants and Easements Russell Place on the uses to each lot or tract in the above-described and platted Property described on Exhibit A attached hereto. This First Amendment together with the Restrictions and Covenants and Easements Russell Place recorded in Deed Book 134-S, Page 69 shall take the place of any and all prior recorded Restrictions and Covenants in place, including but not limited to the recorded documents set forth above in Book 87-F, Page 588, Book 89-U, Page 447 and Book 99-E, Page 420, Spartanburg County Register of Deeds. The undersigned Developer does hereby declare that such restrictions shall constitute covenants that run with the land and shall be binding on all parties and all persons claiming under and for the benefit of and limitation on all parties and all future owners in such development, this declaration of restrictions being designed for the purpose of creating and maintaining the development as a desirable, uniform, and architecturally suitable development.

Restrictions and Covenants and Easements Russell Place in Deed Book 134-S, Page 69 is amended in the following section only as follows:

**25. FORMATION OF AND MEMBERSHIP IN THE HOMEOWNERS ASSOCIATION AT RUSSELL PLACE - COVENANT FOR ASSESSMENTS:**

A. Formation of Homeowners Association: Developer or his nominee shall cause to be incorporated under South Carolina law a non-profit corporation called the Homeowners Association at Russell Place (hereafter known as Association). The owner or owners of each lot in the subdivision shall be a member of the Association and shall be subject to the By-Laws of the Association as same maybe amended from time to time. The Association shall have the right to levy assessments upon the owners of all lots in Russell Place to support its functions and responsibilities hereunder.

B. Limitation of Liability: The Association, its Directors, Officers, and Members shall not be liable to the owners, their lessees and heirs, successors, and/or assigns or to any other person

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DEE BK 137-L PG 804-808

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Recording Fee: \$25.00

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

Dorothy Earle, Register Of Deeds

or entity for any damage or claim which results from any rule or regulation promulgated in good faith and with reasonable care.

C. **Covenant for Assessments:** Each homeowner shall pay the Developer or his nominee an initial assessment of \$390 annually commencing January 1, 2022 and continuing in a certain amount every year thereafter unless terminated or modified. The monthly assessment will be used by the Developer as set forth in paragraph E below. The assessment set forth herein may be amended annually by the developer based on expenses/costs allowed. The Developer shall not pay any such assessment for any lot(s) owned by it. If the Developer conveys a lot in the subdivision, the annual assessment for the then current year shall be pro-rated as of the date of conveyance. Any Builder owned lot shall not pay any such assessment for any lot(s) owned by it for up to a 12-month period. After such period any Builder owned lot will be assessed as set forth in paragraph C.

D. **Costs and Expenses of Collection:** Should the Association be required to employ the services of an attorney to collect assessments, file liens against property for failure to pay assessments, or otherwise seek legal advice or action in an effort to collect assessments, it shall also be entitled to collect all costs of collection, including reasonable attorney's fees and filing fees, which amount shall be added to and become a part of the assessments due hereunder.

E. **Use of Assessments:** The assessments collected by the Association shall be held and used for the following purposes:

- 1) The maintenance, upkeep, and improvement of any common area(s) including pond maintenance, as may be amended from time to time.
- 2) The payment for services in connection with the maintenance, upkeep, and improvements to the above areas, including utilities, taxes, and other reasonable and necessary expenses.
- 3) The payment of expenses related to the upkeep, maintenance, and replacement of signs within the development identifying the subdivision and street names or other safety signs.
- 4) Any other purpose, cost, or expense reasonably related to the performance of any duty or responsibility of the Association as determined by the Developer or Board of Directors of said Association in accordance with the By-Laws. This includes professional services deemed necessary, such as property management, legal services and/or accounting services.
- 5) The maintenance and upkeep for each homeowner's individual lawn.

F. **Assessments may be Adjusted:** The assessments levied by the Association may be adjusted from time to time in the sole discretion of the Board of Directors in accordance with the By-Laws.

G. Delinquent Assessments: If any assessment shall be past due and delinquent, then such amount together with the costs of collection and filing of lien, shall be charged and shall be a continuing lien on the lot against which the assessments have been made, and all improvements thereon.

IN WITNESS WHEREOF, the undersigned Developer has caused this instrument to be executed this 31 day of May, 2022.

Signed, Sealed and Delivered

in the Presence of:

Nannah O. Odoms  
[Signature]

LAND PARTNERS/LLC

By: [Signature]

Its: Member

Andrew Hewitt

STATE OF SOUTH CAROLINA )

COUNTY OF SPARTANBURG )

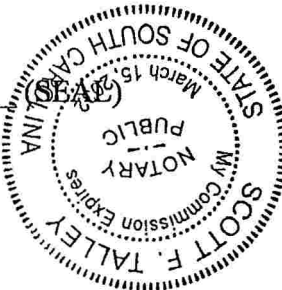
PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Grantor(s), LAND PARTNERS, LLC, by its duly authorized member, Andrew Hewitt, sign, seal and as the Grantor's(s') act and deed deliver the within Restrictive Covenants and Easements and that (s)he with the other witness subscribed above witnessed the execution thereof. The subscribing witness is not a party to or beneficiary of the transaction.

Nannah O. Odoms

SWORN to before me this 31  
Day of May, 2022.

[Signature]  
Notary Public for State of South Carolina  
My Commission Expires: 3/15/22



**SCHEDULE A**  
**LEGAL DESCRIPTION**

ALL THESE CERTAIN PIECES, PARCELS OR LOTS OF LAND, SITUATE, LYING AND BEING IN THE STATE OF SOUTH CAROLINA, COUNTY OF SPARTANBURG, BEING SHOWN AND DESIGNATED AS LOTS 1, 2, 3, 4, 5, 19, 20, 21, 22, 23, 24, 25 AND 26 AS DESCRIBED ON A SURVEY DATED AUGUST 10, 2006 MADE BY GOOCH & ASSOCIATES, P.A., FOR RUSSELL PLACE PATIO HOME SUBDIVISION, PHASE 1, AND RECORDED AUGUST 10, 2006 IN PLAT BOOK 160, PAGE 243 IN THE OFFICE OF THE SPARTANBURG COUNTY ROD.

**AND**

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**ALSO**

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LOT 19: 6-20-03-012.06

LOT 20: 6-20-03-012.07

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LOT23: 6-20-03-012.10

LOT24: 6-20-03-012.11

LOT 25: 6-20-03-012.12

LOT 26: 6-20-03-012.13

STATE OF SOUTH CAROLINA ) **FIRST AMENDMENT TO**  
COUNTY OF SPARTANBURG ) **RESTRICTIVE COVENANTS AND**  
**EASEMENTS RUSSELL PLACE**

**WHEREAS**, on November 19, 2021, Restrictive Covenants and Easements Russell Place was recorded in Deed Book 134-S, Page 69, Spartanburg County Register of Deeds for that certain real property described on Exhibit A attached thereto and hereto.

**WHEREAS**, the Developer desires to amend paragraph 25 of the Restrictive Covenants and Easements Russell Place as set forth below, while all provisions and terms of the Restrictive Covenants and Easements Russell Place shall remain in force and effect except that certain provision amended herein.

**NOW THEREFORE, KNOW ALL MEN BY THESE PRESENT**, that the undersigned, Land Partners, LLC, does hereby make and declare the following amendment to the Restrictive Covenants and Easements Russell Place on the uses to each lot or tract in the above-described and platted Property described on Exhibit A attached hereto. This First Amendment together with the Restrictions and Covenants and Easements Russell Place recorded in Deed Book 134-S, Page 69 shall take the place of any and all prior recorded Restrictions and Covenants in place, including but not limited to the recorded documents set forth above in Book 87-F, Page 588, Book 89-U, Page 447 and Book 99-E, Page 420, Spartanburg County Register of Deeds. The undersigned Developer does hereby declare that such restrictions shall constitute covenants that run with the land and shall be binding on all parties and all persons claiming under and for the benefit of and limitation on all parties and all future owners in such development, this declaration of restrictions being designed for the purpose of creating and maintaining the development as a desirable, uniform, and architecturally suitable development.

Restrictions and Covenants and Easements Russell Place in Deed Book 134-S, Page 69 is amended in the following section only as follows:

**25. FORMATION OF AND MEMBERSHIP IN THE HOMEOWNERS ASSOCIATION AT RUSSELL PLACE - COVENANT FOR ASSESSMENTS:**

A. Formation of Homeowners Association: Developer or his nominee shall cause to be incorporated under South Carolina law a non-profit corporation called the Homeowners Association at Russell Place (hereafter known as Association). The owner or owners of each lot in the subdivision shall be a member of the Association and shall be subject to the By-Laws of the Association as same maybe amended from time to time. The Association shall have the right to levy assessments upon the owners of all lots in Russell Place to support its functions and responsibilities hereunder.

B. Limitation of Liability: The Association, its Directors, Officers, and Members shall not be liable to the owners, their lessees and heirs, successors, and/or assigns or to any other person

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

Dorothy Earle, Register Of Deeds



or entity for any damage or claim which results from any rule or regulation promulgated in good faith and with reasonable care.

C. **Covenant for Assessments:** Each homeowner shall pay the Developer or his nominee an initial assessment of \$390 annually commencing January 1, 2022 and continuing in a certain amount every year thereafter unless terminated or modified. The monthly assessment will be used by the Developer as set forth in paragraph E below. The assessment set forth herein may be amended annually by the developer based on expenses/costs allowed. The Developer shall not pay any such assessment for any lot(s) owned by it. If the Developer conveys a lot in the subdivision, the annual assessment for the then current year shall be pro-rated as of the date of conveyance. Any Builder owned lot shall not pay any such assessment for any lot(s) owned by it for up to a 12-month period. After such period any Builder owned lot will be assessed as set forth in paragraph C.

D. **Costs and Expenses of Collection:** Should the Association be required to employ the services of an attorney to collect assessments, file liens against property for failure to pay assessments, or otherwise seek legal advice or action in an effort to collect assessments, it shall also be entitled to collect all costs of collection, including reasonable attorney's fees and filing fees, which amount shall be added to and become a part of the assessments due hereunder.

E. **Use of Assessments:** The assessments collected by the Association shall be held and used for the following purposes:

- 1) The maintenance, upkeep, and improvement of any common area(s) including pond maintenance, as may be amended from time to time.
- 2) The payment for services in connection with the maintenance, upkeep, and improvements to the above areas, including utilities, taxes, and other reasonable and necessary expenses.
- 3) The payment of expenses related to the upkeep, maintenance, and replacement of signs within the development identifying the subdivision and street names or other safety signs.
- 4) Any other purpose, cost, or expense reasonably related to the performance of any duty or responsibility of the Association as determined by the Developer or Board of Directors of said Association in accordance with the By-Laws. This includes professional services deemed necessary, such as property management, legal services and/or accounting services.
- 5) The maintenance and upkeep for each homeowner's individual lawn.

F. **Assessments may be Adjusted:** The assessments levied by the Association may be adjusted from time to time in the sole discretion of the Board of Directors in accordance with the By-Laws.

G. Delinquent Assessments: If any assessment shall be past due and delinquent, then such amount together with the costs of collection and filing of lien, shall be charged and shall be a continuing lien on the lot against which the assessments have been made, and all improvements thereon.

IN WITNESS WHEREOF, the undersigned Developer has caused this instrument to be executed this 31 day of May, 2022.

Signed, Sealed and Delivered

in the Presence of:

Nannah O. Olinos  
[Signature]

LAND PARTNERS/LLC

By: [Signature]  
Its: Member  
Andrew Hewitt

STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

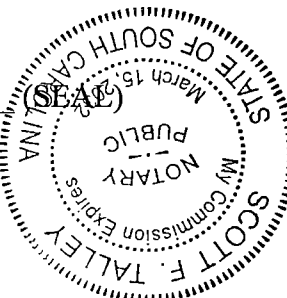
PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Grantor(s), LAND PARTNERS, LLC, by its duly authorized member, Andrew Hewitt, sign, seal and as the Grantor's(s') act and deed deliver the within Restrictive Covenants and Easements and that (s)he with the other witness subscribed above witnessed the execution thereof. The subscribing witness is not a party to or beneficiary of the transaction.

Nannah O. Olinos

SWORN to before me this 31  
Day of May, 2022.

[Signature]  
Notary Public for State of South Carolina  
My Commission Expires: 3/15/32



**SCHEDULE A**  
**LEGAL DESCRIPTION**

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**BY-LAWS OF  
HOMEOWNERS ASSOCIATION AT RUSSELL PLACE, INC**

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**BY-LAWS OF  
HOMEOWNERS ASSOCIATION AT RUSSELL PLACE  
ARTICLE I  
NAME AND LOCATION**

**"Section 1.01" Name and Location.** The name of the corporation is Homeowners Association at Russell Place, Inc. a South Carolina non-profit corporation. The principal office of the corporation is located at 2992 Reidville Road, Spartanburg County, South Carolina, but meetings of the Members and Directors may be held at such places within the State of South Carolina as may be designated by the Board of Directors.

**ARTICLE II  
OBJECT AND DEFINITIONS**

**"Section 2.01" Purposes.** The specific purpose for which the Association is formed are: (i) to provide for the maintenance, preservation and control of the Common Area which is part of the real property located in Spartanburg County, South Carolina (the "Property"), which has been submitted to the Declaration of Covenants, Conditions, Restrictions and Easements for Russell Place dated November 18<sup>th</sup>, 2021, and recorded on November 19<sup>th</sup>, 2021, in the Register of Deeds Office for Spartanburg County, South Carolina in Deed Book 134-S at Page 69-80 (the "Covenants"); and (ii) to promote the health, safety and welfare of the Owners within Russell Place.

**"Section 2.02" Assent.** All present and future Owners, their families, present or future tenants, and their guests and invitees, and any other person using the facilities of Russell Place in any manner are subject to the Russell Place Documents, including these By-Laws. The mere acquisition or rental of any lots in Russell Place or the mere act of occupancy of one of the Lots shall constitute ratification and acceptance of these By-Laws.

**"Section 2.03" Definitions.** The defined terms used in these By-Laws shall have those meanings that the same terms have in the Covenants.

**ARTICLE III  
MEMBERSHIP**

**"Section 3.01" Membership.** Every Owner, by virtue of being an Owner and for as long as he is an Owner, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot. No Owner, whether one or more persons, shall have more than one membership per Lot owned, but all of the persons owning each Lot shall be entitled to rights of membership and of use and enjoyment appurtenant to such ownership.

**"Section 3.02" Voting Rights.** The Association shall have one class of membership. Members shall be Owners, and each Member shall be entitled to One vote for each Lot owned, according to the public records then in place for Spartanburg County as determining ownership.

**"Section 3.03" Proof of Membership.** Any person or entity, on becoming an Owner of a Lot, shall furnish to the Manager or to the Secretary of the Association a photocopy or a certified copy of the recorded instrument vesting that person or entity with an ownership interest, which instrument shall remain in the files of the Association.

**ARTICLE IV**  
**ASSOCIATION MEETINGS, QUORUM, VOTING AND PROXIES**

**"Section 4.01" Place of Meetings.** Meetings of the Association shall be held at such suitable place convenient to the Voting Members as may be designated by the Board of Directors either within the Properties or as convenient thereto as possible and practical.

**"Section 4.02" Annual Meetings.** The annual meeting of the Association shall be held at a date and time as set by the Board of Directors.

**"Section 4.02.1" Capital Expenditure Approval at Annual Meetings.** Capital expenditures of \$3,000 or more shall be submitted to the POA Board on the Russell Place Criteria for Projects and Programs form at least ten days prior to the Annual Meeting. The Board will review to assure completeness of the form. The request will be added to the agenda at the next annual meeting. The vote will follow review of the treasurer's report on available funds. Ballots will be distributed to each voting member present. A majority vote will act as approval for those projects or programs for the following year if funds are available.

**"Section 4.03" Special Meetings.** The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by Voting Members representing at least thirty (30%) percent of the total votes of the Association. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

**"Section 4.04" Notice of Meetings.** Written or printed notice stating the place, day and hour of any meeting of the Association shall be delivered, either personally or by mail, to each voting member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meetings, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. If mailed, the notice of the meeting shall be deemed to be delivered when deposited in the United States Mail addressed to the Voting Member at his address as it last appeared on the records of the Association, with postage thereon prepaid. Electronic notice of any meetings of the Association may be given by sending such notice to an e-mail address provided to the Association by the Owner.

**"Section 4.05" Waiver of Notice.** Waiver of notice of the meeting of the Association shall be deemed the equivalent of proper notice. Any Voting Member may, in writing, waive notice of any meeting of the Voting Members, either before or after such meetings. Attendance at a meeting by a Voting Member shall be deemed waiver by such Voting Member of notice of the time, date and place thereof, unless such Voting Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting at which proper notice was not given, is raised before the business is put to a vote.

**"Section 4.06" Adjournment of Meetings.** If any meetings of the Association cannot be held because a quorum is not present, a majority of the Voting Members who are present at such meeting, either in person or by his or her alternate, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for the adjourned meeting is not fixed by those in attendance at the original



meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Voting Members in the manner prescribed for regular meetings. The Voting Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Voting Members to leave less than a quorum, provided that at least fifty (50%) percent of the total votes of the Association remain present in person, and provided further that any action taken shall be approved by at least a majority of the Voting Members present.

**"Section 4.07" Voting.** The voting and membership rights shall be set forth in the Covenants, and such voting and membership rights provisions specifically incorporated therein.

**"Section 4.08" Proxies.** Voting Members may vote by proxy or through the alternate Voting Member.

**"Section 4.9" Majority.** As used in these By-Laws, the majority shall mean those votes, Owners or other group as the context may indicate, totaling more than fifty (50%) percent of the total number of votes.

**"Section 4.10" Quorum.** Except as otherwise provided in these By-Laws or in the Covenants, the presence in Person, by proxy or by alternate of the Voting Members representing thirty percent (30%) of the votes in the Association shall constitute a quorum at all meetings of the Association.

**"Section 4.11" Conduct of Meetings.** The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meetings, as well as a record of all transactions occurring thereat.

**"Section 4.12" Action Without a Meeting.** Any action required by law to be taken at a meeting of the Association, or any action which may be taken at a meeting of the Association, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all the Voting Members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Association.

## **ARTICLE V BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE**

**"Section 5.01" Number and Initial Board.** The affairs of the Association shall be managed by a Board of five (5) Directors elected as provided under section 5.05. The number of the Board of Directors may be adjusted from time to time by amendment to these By-Laws.

**"Section 5.02" Nominating Directors.** Nominations for election to the Board of Directors shall be made to the Board of Directors at least ten (10) days prior to the annual meeting. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

**"Section 5.03" Election of Directors.** The Directors shall be elected at the annual meeting by vote of members present. The candidates with the highest vote counts shall be the new Directors. In case of a tie, a runoff will be held, during the same meeting, to determine the winner. Voting for Directors shall be by written ballot. Ballots may be submitted electronically as well.

**"Section 5.04" Removal of Directors; Vacancies.** Directors may be removed and vacancies on the Board may be filled as follows:

(a) **By the Members.** Any members of the Board of Directors elected by Members may be removed by a majority of votes of the Members, with or without cause, at any regular or special meeting of the Members duly called. A successor to any Director removed may then and there be elected to fill the vacancy created. A Director whose removal is proposed by the Members shall be given at least, ten (10) days' notice of the date and purpose of the meeting, and shall be given opportunity to be heard at the meeting.

(b) **By the Board.** Any Director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in payment of any Assessment for more than thirty (30) days may be removed by a majority vote of the Directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board. In the event of the death, disability or resignation of a Director, a vacancy may be declared by the Board, and it may appoint a successor. Any Director appointed by the Board shall serve for the remainder of the term such successor was appointed to fill. If such removed Director represented a certain category of representation, the Director appointed to fill the vacancy shall also represent that category.

**"Section 5.05" Compensation.** No director shall receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of such Director's duties.

**"Section 5.06" Action Taken Without a Meeting.** The Directors shall have the right to take any action which they could take at a meeting in the absence of a meeting by obtaining the written approval of all the Directors. An e-mail received from a Director satisfies this requirement. Any action so approved shall have the same effect as though taken at the meeting of the Directors.

## ARTICLE VI MEETINGS OF DIRECTORS

**"Section 6.01" Regular Meetings.** Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the board. Should the meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

**"Section 6.02" Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two Directors, after not less than three (3) days notice to each Director.

**"Section 6.03" Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decisions done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**"Section 6.04" Waiver of Notice.** The transactions of any meetings of the Board of Directors, however called and notice or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

**"Section 6.05" Telephonic/Video Participation.** One or more Directors may participate in any regular or special meeting of the Board by telephone/video conference call and those Directors so participating shall be counted for quorum purposes.

## **ARTICLE VII POWERS AND DUTIES OF BOARD OF DIRECTORS**

**"Section 7.01" General.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association. The Board of Directors may do all such acts and things as are not by law or by the Articles of Incorporation, these By-Laws or the Covenants directed to be exercised or done by the Members.

**"Section 7.02" Specific Powers and Duties.** Without limiting the generality of powers and duties set forth in **Section 7.01** above, the Board of Directors shall be empowered and shall have the powers and duties as follows:

(a) To administer and enforce the Covenants, Conditions, Restrictions, Easements, Uses, Limitations, Obligations and all other provisions set forth in the Covenants.

(b) To establish, make and enforce compliance with such reasonable rules and regulations as may be necessary for the operation, use and occupancy of Russell Place, with the right to amend same from time to time. A copy of such rules and regulations shall be delivered to or mailed to each Member promptly after adoption.

(c) To keep in good order, condition and repair all the Common Area and all items of personal property, if any, used in the enjoyment of the Common Area. No approval of the Members is required for expenditures for these purposes, except as otherwise required by the Covenants.

(d) To insure and keep insured all the insurable property contained in the Common Area and to maintain casualty and other insurance, all as required by the Covenants.

(e) To fix, determine, levy and collect the prorated annual Assessments to be paid by each of the Members towards the gross expenses of Russell Place, and to adjust, decrease or increase the amount of the Assessments, and to credit any excess of the Assessments over expenses and cash reserves to the Members against the next succeeding Assessment period.

(f) To levy and collect special Assessments whenever, in the opinion of the Board, it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies. All special Assessments shall be in statement form and shall set forth in detail the various expenses for which the Assessments are being made.

(g) To levy and collect default Assessments for violation of the Russell Place Documents or because the Association has incurred an expense on behalf of a Member under the Russell Place Documents.

(h) To collect delinquent Assessments by suit or otherwise and to enjoin or seek damages from an Owner as provided in the Covenants and these By-Laws; to enforce a late charge as specified in the Covenants and to exercise other remedies for delinquent Assessments or monies owed the Association as set forth in the Covenants.



(i) To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the Covenants and these By-Laws and to authorize the appropriate officers to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary; provided, however, that the Board shall not borrow more than Five Thousand and no/100 (\$5,000) Dollars or cause the Association to be indebted for more than \$5,000 at any one time without the prior approval of the membership.

(j) To enter into contracts within the scope of their duties and powers.

(k) To establish a bank account for the operating account of the Association and for all separate funds which are required or may be deemed advisable by the Board of Directors.

(l) To cause to be kept and maintained full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof by Members of their Mortgagee at convenient weekday business hours.

(m) To cause any and all access roads, parking areas and driveways in and to Russell Place and across the Property to be maintained.

(n) To cause the maintenance of the lawn, trees, shrubs and other vegetation, and the sprinkler or other irrigation systems located on the Lots and Common Area for the benefit of the Members.

(o) To delegate to the Manager or any other person or entity such of the Association's duties or responsibilities as may be more conveniently or efficiently performed by another than by the Association, and to agree to assess to the Members a reasonable fee for such services, except that the duties set forth in Subsections (e), (f), (g), (i) and (j) shall not be so delegated.

(p) To assist the Architectural Review Board (the "ARB") in the performance of its functions.

#### **"Section 7.03" Manager.**

(a) The Board of Directors may employ for Russell Place, a professional management agent or agents as manager at a compensation established by the Board to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the Manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these By-Laws, other than the powers set forth in Subsection (e), (f), (g), (i) and (j) of Section 7.02 above.

(b) No management contract may have a term in excess of three (3) years and must permit termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

**"Section 7.04" Accounts and Reports.** The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) Cash accounting, as defined by generally accepted accounting principles shall be employed.

(b) Accounting and controls should conform with established AICPA guidelines and principles. A segregation of accounting duties should be maintained, and disbursements by check shall require one signature, either the president or treasurer.

(c) Cash accounts of the Association shall not be co-mingled with any other accounts.

(d) No remuneration shall be accepted by the Board of Directors or the Manager from vendors, independent contractors or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts or otherwise; anything of value shall benefit the Association.

(e) Any financial or other interest which the Manager or a Member of the Board of Directors may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors.

(f) Commencing at the end of the calendar quarter in which the first Lot is sold and closed and continuing on a quarterly basis, financial reports shall be prepared for the Board of Directors containing:

(i) An income statement reflecting all income and expense activity for the preceding three (3) months on an accrual basis;

(ii) An account activity statement reflecting all receipt and disbursement activity for the preceding three (3) months on an accrual basis; and

(iii) A delinquency report listing all Owners who have been delinquent in paying the monthly installments of Assessments during the preceding three (3) month period and who remain delinquent at the time of the report, and describing the status of any action to collect such installments which remain delinquent.

(g) A Balance sheet as of the last day of the Association's fiscal year and an operating statement for said fiscal year shall be distributed to the Members. At the written request of an Owner or First Mortgagee, such statements shall be audited at their expense. Any such audited statements shall be delivered to any Owner requesting the report and to the Association upon payment of a reasonable fee for copying. An independent review of the finances should be performed each year and reported to the board.

(h) An account status report reflecting the status of all accounts in an "actual" versus "approved" budget format with a budget report reflecting any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding the operating reserves or ten (10%) percent of a major budget category (as distinct from a specific line item in an expanded chart of accounts) shall be prepared for the Board periodically and available to all Members on an annual basis.

(i) A cash reserve of \$5,000 will be maintained for emergency use. The board of directors has the authority to determine what is an emergency use.

**"Section 7.05" Hearing Procedure.** The Board shall not impose a fine, suspend voting rights or suspend any rights of a Member or other occupant for violations of rules and regulations or of the provisions of the Russell Place Documents unless and until the following procedure is followed:

(a) **Demand.** Written demand to cease and desist from the alleged violation shall be served upon the alleged violator specifying:

(i) The alleged violation;

(ii) The action required to abate the alleged violation; and

(iii) A time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any additional similar violation may result in the imposition of a sanction after notice and hearing, if the violation is not continuing.

(b) **Notice.** At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is subsequently violated, the Board or its delegate shall serve the violator with written notice of a hearing to be held by the Board. The notice shall contain:

- (i) The nature of the alleged violation;
- (ii) The time and place of the hearing which time shall not be less than ten (10) days from the giving of the notice;
- (iii) An invitation to attend the hearing and produce any statement, evidence and witness on the Member's behalf; and
- (iv) The proposed sanction to be imposed.

(c) **Hearing.** The hearing shall be held pursuant to this notice affording the Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. Written or oral evidence may be presented. The presenting party shall provide copies of any written evidence to the other party or parties. The decision of the Board shall be final.

(d) **Appeal.** The Board may, in its discretion, appoint a Hearing Committee to hear the matter. In such event the above procedure will apply except that either party may appeal the decision of the Hearing Committee to the Board by written notice to the Hearing Committee, the other party and the Board. The Board shall consider the minutes of the hearing and report the decision of the Board within a reasonable period of time not exceeding ninety (90) days after receipt of the notice. The decision of the Board shall be final. These procedures shall not be necessary in order to impose any sanction or penalty for non-payment of a delinquent Assessment. The ARB shall employ the above procedures before ordering modification or removal of any Improvement erected without its proper consent. Owners shall follow the above procedure in contesting a decision of the ARB, except that instead of employing Subparagraph (a), the aggrieved Owner shall proceed to Subparagraph (b), and the Owner shall give the ARB and the Board notice of the decision appealed from, including a copy of the decision. The Board shall then give the notice of hearing consistent with **Subsections 7.05** (b)(i), (ii), (iii) and (iv) above, and the Board shall consider appeals regarding such matters in the manner set forth above.

## ARTICLE VIII OFFICERS AND THEIR DUTIES

**"Section 8.01" Enumeration of Officers.** The officers of the Association shall be a President, Vice President, Secretary and Treasurer, who shall at all times be Members of the Board of Directors, and such other officers as the Board may from time to time by resolution create.

**"Section 8.02" Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

**"Section 8.03" Term.** The officers of the Association shall be elected annually by the Board, and each shall hold the office for one (1) year unless he shall sooner resign or shall be removed or otherwise disqualified to serve.

**"Section 8.04" Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may from time to time determine.

**"Section 8.05" Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified in the notice, and unless otherwise specified in the notice, the acceptance of such resignation shall not be necessary to make it effective.

**"Section 8.06" Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

**"Section 8.07" Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 8.04 above.

**"Section 8.08" Duties.** The duties of the officers are as follows:

(a) **President.** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments.

(b) **Vice President.** The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.

(d) **Treasurer.** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and the financial statements provided for by Section 7.04 above; and deliver or make copies available of each to the Members.

## ARTICLE IX COMMITTEES

**"Section 9.01" General.** Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

**"Section 9.02" Covenants Committee.** The Board of Directors may appoint a Covenants Committee consisting of at least three (3) and no more than seven (7) Members. Acting in accordance with the provisions of the Covenants, these By-Laws and resolutions the Board may adopt, the Covenants Committee shall be the hearing tribunal of the Association.

**"Section 9.03" Architectural Review Board.** The Board of Directors shall appoint an Architectural Review Board in accordance with the provisions of Article VI of the Covenants.

## ARTICLE X INDEMNIFICATION

**"Section 10.01" Indemnification.** The Association shall indemnify every Director and officer, or former Director or officer, and their respective successors, personal representatives and heirs against all loss, costs and expenses, including counsel fees reasonably incurred by such person in connection with any action, suit or proceeding to which such person may be made a party by reason of such person's being or having been a Director or officer of the Association, except as to matters as to which such person shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of such person's duties as such Director or officer. The foregoing rights shall not be exclusive of other rights to which such Director or officer may be entitled. All liability, loss, damage, cost and expense arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as a common expense.

## ARTICLE XI AMENDMENTS

**"Section 11.01" Amendments.** These By-Laws may be amended at a regular or special meeting of the Board, by a vote of a majority of a quorum of Directors present in person or by proxy, but amendment of Article V or XI or any portion of those Articles shall require approval of all Directors.

## ARTICLE XII MISCELLANEOUS

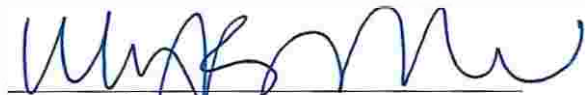
**"Section 12.01" Fiscal Year.** The fiscal year of the Association shall begin the first day of January and end on the 31st day of December of each year, except that the first fiscal year shall begin on the date of incorporation.




"Section 12.02" Conflict of Documents. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Covenants and these By-Laws, the Covenants shall control.

IN WITNESS WHEREOF, we being all the Directors of Russell Place, have hereunto set our hands this 1 day of January, 2022

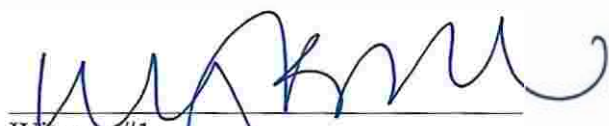
WITNESSES:

  
Witness #1

  
Witness #2

  
Witness #1

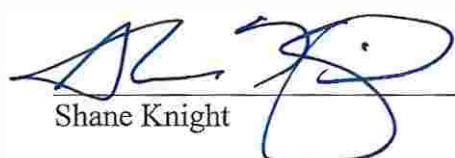
  
Witness #2

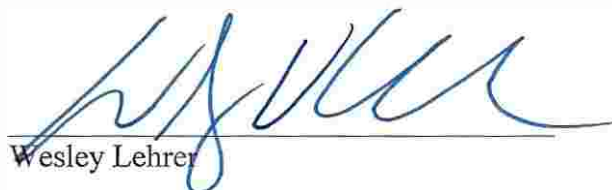
  
Witness #1

  
Witness #2

DIRECTORS:

  
Andrew Hewitt

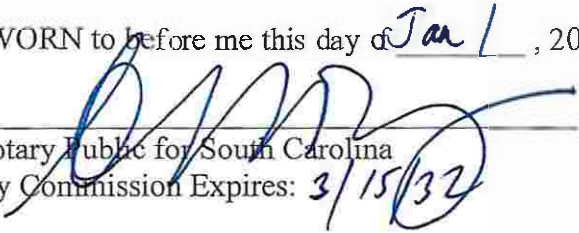
  
Shane Knight

  
Wesley Lehrer

STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF SPARTANBURG            )

PERSONALLY appeared before me the undersigned witness, who after being duly sworn says that s/he saw the within named Andrew Hewitt, Shae Kraft, Wally as Director of Russell Place, sign the within By-Laws and as his act and deed, deliver the same, and that s/he with the other whose signature appears above witnessed the execution thereof.

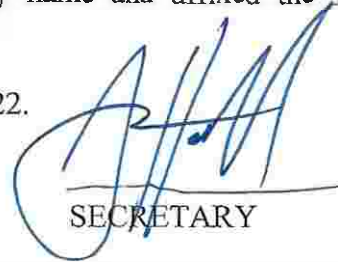
SWORN to before me this day of Jan 1, 2022.

  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: 3/15/32

CERTIFICATION

I, the undersigned, do hereby certify I am the duly elected and acting Secretary of Homeowners Association at Russell Place; and the foregoing By-Laws constitute the By-Laws of the Association, as adopted at a meeting of the Board of Directors of the Association held on the 1<sup>st</sup> day of Jan, 2022.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Association this

1 day of January, 2022.   
\_\_\_\_\_  
SECRETARY

DEE-2022-36323



DEE BK 138-A PG 570-574

Recorded 5 Pages on 07/12/2022 04:00:45 PM

Recording Fee: \$25.00

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

Dorothy Earle, Register Of Deeds

**SECOND AMENDMENT TO  
RESTRICTIVE COVENANTS AND  
EASEMENTS RUSSELL PLACE**

**WHEREAS**, on November 19, 2021, Restrictive Covenants and Easements Russell Place was recorded in Deed Book 134-S, Page 69, Spartanburg County Register of Deeds for that certain real property described on Exhibit A attached thereto and hereto.

**WHEREAS**, on June 2, 2022, First Amendment to Restrictive Covenants and Easements Russell Place ("First Amendment") was recorded in Deed Book 137-L, Page 804, Spartanburg County Register of Deeds for that certain real property described on Exhibit A attached thereto and hereto.

**WHEREAS**, the Developer desires to amend paragraph 25 of the First Amendment and the Restrictive Covenants and Easements Russell Place as set forth below, deleting Paragraph 25(E)(5) from the Covenants, while all provisions and terms of the Restrictive Covenants and Easements Russell Place and the First Amendment shall remain in force and effect as to the property described on Exhibit A attached hereto except that certain provision amended/deleted herein.

**NOW THEREFORE, KNOW ALL MEN BY THESE PRESENT**, that the undersigned, Land Partners, LLC, does hereby make and declare the following amendment to the Restrictive Covenants and Easements Russell Place on the uses to each lot or tract in the above-described and platted Property described on Exhibit A attached hereto. This Second Amendment together with the First Amendment recorded in Deed Book 137-L, Page 804 and the Restrictions and Covenants and Easements Russell Place recorded in Deed Book 134-S, Page 69 shall take the place of any and all prior recorded Restrictions and Covenants in place, including but not limited to the recorded documents set forth above in Book 87-F, Page 588, Book 89-U, Page 447 and Book 99-E, Page 420, Spartanburg County Register of Deeds. The undersigned Developer does hereby declare that such restrictions shall constitute covenants that run with the land and shall be binding on all parties and all persons claiming under and for the benefit of and limitation on all parties and all future owners in such development, this declaration of restrictions being designed for the purpose of creating and maintaining the development as a desirable, uniform, and architecturally suitable development.

First Amendment to Restrictions recorded in Deed Book 137-L, Page 804 and the Restrictions and Covenants and Easements Russell Place recorded in Deed Book 134-S, Page 69 are amended in the following section only as follows:

**25. FORMATION OF AND MEMBERSHIP IN THE HOMEOWNERS ASSOCIATION  
AT RUSSELL PLACE - COVENANT FOR ASSESSMENTS:**

A. Formation of Homeowners Association: Developer or his nominee shall cause to be incorporated under South Carolina law a non-profit corporation called the Homeowners

Association at Russell Place (hereafter known as Association). The owner or owners of each lot in the subdivision shall be a member of the Association and shall be subject to the By-Laws of the Association as same maybe amended from time to time. The Association shall have the right to levy assessments upon the owners of all lots in Russell Place to support its functions and responsibilities hereunder.

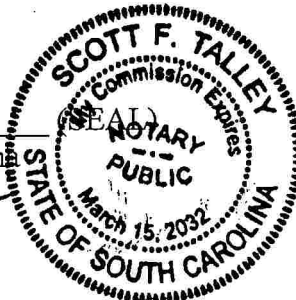
B. Limitation of Liability: The Association, its Directors, Officers, and Members shall not be liable to the owners, their lessees and heirs, successors, and/or assigns or to any other person or entity for any damage or claim which results from any rule or regulation promulgated in good faith and with reasonable care.

C. Covenant for Assessments: Each homeowner shall pay the Developer or his nominee an initial assessment of \$390 annually commencing January 1, 2022 and continuing in a certain amount every year thereafter unless terminated or modified. The monthly assessment will be used by the Developer as set forth in paragraph E below. The assessment set forth herein may be amended annually by the developer based on expenses/costs allowed. The Developer shall not pay any such assessment for any lot(s) owned by it. If the Developer conveys a lot in the subdivision, the annual assessment for the then current year shall be pro-rated as of the date of conveyance. Any Builder owned lot shall not pay any such assessment for any lot(s) owned by it for up to a 12-month period. After such period any Builder owned lot will be assessed as set forth in paragraph C.

D. Costs and Expenses of Collection: Should the Association be required to employ the services of an attorney to collect assessments, file liens against property for failure to pay assessments, or otherwise seek legal advice or action in an effort to collect assessments, it shall also be entitled to collect all costs of collection, including reasonable attorney's fees and filing fees, which amount shall be added to and become a part of the assessments due hereunder.

E. Use of Assessments: The assessments collected by the Association shall be held and used for the following purposes:

- 1) The maintenance, upkeep, and improvement of any common area(s) including pond maintenance, as may be amended from time to time.
- 2) The payment for services in connection with the maintenance, upkeep, and improvements to the above areas, including utilities, taxes, and other reasonable and necessary expenses.
- 3) The payment of expenses related to the upkeep, maintenance, and replacement of signs within the development identifying the subdivision and street names or other safety signs.
- 4) Any other purpose, cost, or expense reasonably related to the performance of any duty or responsibility of the Association as determined by the Developer or Board of Directors of said Association in accordance with



**SCHEDULE A**  
**LEGAL DESCRIPTION**

ALL THESE CERTAIN PIECES, PARCELS OR LOTS OF LAND, SITUATE, LYING AND BEING IN THE STATE OF SOUTH CAROLINA, COUNTY OF SPARTANBURG, BEING SHOWN AND DESIGNATED AS LOTS 1, 2, 3, 4, 5, 19, 20, 21, 22, 23, 24, 25 AND 26 AS DESCRIBED ON A SURVEY DATED AUGUST 10, 2006 MADE BY GOOCH & ASSOCIATES, P.A., FOR RUSSELL PLACE PATIO HOMES SUBDIVISION, PHASE 1, AND RECORDED AUGUST 10, 2006 IN PLAT BOOK 160, PAGE 243 IN THE OFFICE OF THE SPARTANBURG COUNTY ROD.

**AND**

ALL THESE CERTAIN PIECES, PARCELS OR LOTS OF LAND, SITUATE, LYING AND BEING IN THE STATE OF SOUTH CAROLINA, COUNTY OF SPARTANBURG, BEING SHOWN AND DESIGNATED AS LOTS 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 AND 18 AS DESCRIBED ON A SURVEY DATED MARCH 8, 2007 MADE BY GOOCH & ASSOCIATES, P.A., FOR RUSSELL PLACE PATIO HOMES SUBDIVISION, PHASE 2, AND RECORDED MARCH 8, 2007 IN PLAT BOOK 161, PAGE 218 IN THE OFFICE OF THE SPARTANBURG COUNTY ROD.

**ALSO**

ALL THESE CERTAIN PIECES, PARCELS OR LOTS OF LAND, SITUATE, LYING AND BEING IN THE STATE OF SOUTH CAROLINA, COUNTY OF SPARTANBURG, BEING SHOWN AND DESIGNATED AS LOTS 1, 6, 7, 8, 9, 13, 14, 15, 16, 17, 18, 19, 20, 21, AND 24 AS DESCRIBED ON A SURVEY DATED JUNE 1<sup>ST</sup>, 2021 MADE BY GOOCH & ASSOCIATES, P.A., FOR LAND PARTNERS, LLC TO BE DULY RECORDED IN THE OFFICE OF THE SPARTANBURG COUNTY ROD.

**TAX MAP NUMBERS:**

LOT 1: 6-20-03-012.01

LOT 2: 6-20-03-012.03

LOT 3: 6-20-03-012.03

LOT 4: 6-20-03-012.04

LOT 5: 6-20-03-012.05

LOT 6: 6-20-03-012.00

LOT 7: 6-20-03-012.14

LOT 8: 6-20-03-012.15

LOT 9: 6-20-03-012.16

LOT 10: 6-20-03-012.17

LOT 11: 6-20-03-012.18

LOT 12: 6-20-03-012.19

LOT 13: 6-20-03-012.20

LOT 14: 6-20-03-012.21

LOT 15: 6-20-03-012.22

LOT 16: 6-20-03-012.23

LOT 17: 6-20-03-012.24

LOT 18: 6-20-03-012.25

LOT 19: 6-20-03-012.06

LOT 20: 6-20-03-012.07

LOT21: 6-20-03-012.08

LOT 22: 6-20-03-012.09

LOT23: 6-20-03-012.10

LOT24: 6-20-03-012.11

LOT25: 6-20-03-012.12

LOT 26: 6-20-03-012.13