

DEED 88 - PG 991

DEE-2007-13982
Recorded 5 Pages on 3/20/2007 11:11:14 AM
Recording Fee: \$11.00 Documentary Stamps: \$0.00
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford Register

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

COVENANTS AND RESTRICTIONS
HARVEST RIDGE PHASE I

Whereas, ARCAAE LLC is the owner of certain property acquired by ARCAAE LLC by deed recorded in deed book 84L at pages 483-485 in RMC office in Spartanburg County; and

Whereas, ARCAEE LCC is the present owner and now desires to restrict the same.

Now, in consideration of mutual advantages deriving therefrom, the above named COMPANY does hereby bind itself, its successors, heirs and assigns and covenant and agree as follows:

ARTICLE I

1. No building shall be erected on less than a whole lot in the subdivision. A lot cannot be subdivided for the purpose of building an additional residence. However, a lot may be divided for the purpose of enlarging the lot adjacent to it.
2. No more than one single family resident building shall be erected on any one lot. No outbuilding shall be erected nearer than 80 feet from the front of the lot and must be at least five feet from the side lot line.
3. Each residence erected in the subdivision shall contain a minimum of 1200 square feet of heated floor space with 240 square foot garage. All multi-level residences shall contain a minimum of 1000 square feet of heated floor space on the street level floor. Basements shall not be included in heated floor space.
4. Each residence erected in the subdivision must be set back a minimum of 20 feet from the front lot line. ARCAAE LLC reserves the right to alter the building line.
5. All outbuildings must be vinyl siding, brick, painted or stained wood and conform to and be in harmony with the residence building. No metal outbuildings shall be allowed in the subdivision.
6. No trailers, mobile homes, modular homes, or manufactured homes, neither single, double, nor triple wide, shall be permitted on any lot either for residence, storage or outbuildings. No basement, garage, barn, tent or outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporarily nature be permitted.
7. No house or portion of another house shall be moved into this subdivision.
8. **ENCROACHMENTS:** The developer ARCAAE LLC is authorized to waive and grant permission for encroachments for the building setbacks lines and side lot lines without the consent of the other property owners of this phase.

9. Asbestos shingles shall not be used in the construction of any residence on the lots. Concrete blocks, concrete bricks and cinder blocks used in the construction of any house shall be stuccoed or faced with brick; however, stucco shall not be used on the foundation of any residence unless the entire house is stuccoed. Any wood used in construction of porches and pickets on front of residence building shall be painted or covered with vinyl except for boards or porch floor. No roof on any dwelling shall have less than a six an twelve pitch unless approved in writing by ARCAAE LLC.
10. The lots in this subdivision shall not be used for business or industrial purposes.
11. No signboards shall be displayed on the property except "For Sale" or "For Rent" which sign shall not be more than two by three feet in size, except the ARCAAE LLC has the right to use those signs which are necessary for the development of the property.
12. No chain link fence or wood privacy fence shall be permitted on any lot in the subdivision any nearer to the street than the rear corner of the resident building. Chain link fences not to exceed four (4) feet in height, wood fences not to exceed six (6) feet in height. Decorative split rail fences, not to exceed two (2) rails, shall be permitted in any case, so long as the height does not exceed 42 inches in the front yard.
13. No vehicle which does not have a current license plate on it may remain on the premises for more than 30 days. No inoperable motor vehicle, wrecked vehicle, junk car or truck, or unsightly vehicle shall be parked in the street right-of-way or be kept on any lot in the subdivision unless stored in an enclosed garage.
14. No animals, livestock or poultry of any kind shall be bred, raised, or kept on any lot except that dogs, cats and other household pets may be kept provided that they are not bred or maintained for any commercial purposes, and provided further that they are kept on the owner's premises.
15. No noxious or offensive trade shall be carried on or upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
16. No transfer vehicle, transfer truck, transfer tractor, transfer trailer or tractor trailer combinations shall be allowed in the subdivision at any time except for loading and unloading. Boats, travel trailers and motor homes shall remain behind the minimum set back lines as designated in article four of these restrictions.
17. No satellite dish shall be permitted any nearer to the street than the rear of the resident building.

18. The exterior of all houses and other structures must be complete within a year after the construction of same shall have commenced except where such completion is impossible or would result in a great hardship to the owner or builder due to strike, fires, national emergencies, or natural calamity.
19. No dwelling shall be erected on any lot until the design thereof shall be approved in writing by ARCAA LLC successors and assigns, 5830 Highway 9, Inman, South Carolina 29349, and if the design shall not be approved or disapproved within thirty days after being submitted, then such approval shall not be required but the design of the house shall conform to and be in harmony with existing structures in the subdivision.
20. Driveways must be concreted at the time of construction. Yards and lawns must be maintained and well kept in a manner that will not diminish the overall appearance of the subdivision.
21. All persons hereafter accepting conveyance of any of the property set forth above shall accept the same upon and subject to the above enumerated covenants and restrictions which are to be deemed covenants running with the land, and binding upon the grantees, their heirs and assigns; and violation of any of the covenants or restrictions shall vest in the grantors herein, their successors and assigns, all rights of abatement and suit in law or in equity against any persons violating or attempting to violate any covenants or restrictions either to restrain such violation or to recover damages.
22. All homeowners are required to have the same style mailbox, which has been designed and developed by the Developer of the subdivision. Mailbox to be paid by the homeowner.

ARTICLE II

HOME OWNERS ASSOCIATION

1. Creation of the Home Owners Association. Prior to the recording of this Declaration, the Developer shall cause to be incorporated under South Carolina law a nonprofit corporation called Harvest Ridge Home Owners Association.
2. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants or records to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.
3. Voting Rights. The owner of each lot shall be entitled to one (1) vote for each lot; provided that the Developer shall be entitled to three (3) votes for each lot owned, including any other lots as to which the Developer may take these Covenants and Restrictions applicable.
4. Transfer of Rights. The Developer and the Committee may at any time, by written document recorded in the same office as this document, transfer and

assign to the Association any or all of either's rights under these Covenants and Restrictions.

ARTICLE III ASSESSMENTS

1. Initial Assessment. Beginning July 1, 2007, the annual assessment shall be One Hundred and no/100 Dollars (\$100.00) per lot. The assessment shall be prorated for purchases from the Developer, based on the number of days remaining in the year, and shall be payable at closing. Thereafter, assessments shall be due on the first day of each calendar year.
2. Effect of Non-Payment of Assessments; the Personal obligation of the Owner; the Lien; Remedies of Association. If the assessments are not paid on the dates when due (being the dates specified in paragraph Article III, 1. above), then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, become a continuing lien on the property, which shall bind such property in the hands of the then Owner, his heirs, devisees, Personal Representatives, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation for the statutory period, but such personal obligation shall not pass to his successors in title unless expressly assumed by them. Such successors in title do, however, take the title subject to any outstanding lien for assessments. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the delinquency date at the rate of one and one-half (1.5%) percent per month (ANNUAL PERCENTAGE RATE - 18%) from the delinquency date. The Association may bring an action at law against the Owner personally obligated to pay the same or an action to foreclose the lien against the property, and there shall be added to the amount of such assessment, the interest thereon as above provided, plus a reasonable attorney's fee and the costs of the action.
3. Lien of Assessments is Subordinate to Recorded Mortgages. The lien of assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon a lot subject to the assessment. The sale or transfer of a lot shall not affect the assessment lien, provided, however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter coming due or from the lien thereof.
4. ENFORCEMENT BY HOMEOWNERS ASSOCIATION. Except for approvals and rights expressly reserved herein unto the Developer or its nominee, the Association shall have standing to enforce the within restrictions, covenants and obligations in the same manner and to the same extent as does the Developer or any other owner. The powers and authorities herein granted to the said Association shall be in addition to such other and further rights, duties and

obligations which may be set forth in the Bylaws of the Association adopted in accordance with the terms hereof.

- 5. DELEGATION OF DEVELOPER'S RIGHTS. All rights reserved unto the Developer herein remain exclusively with the Developer, its successors and assigns, provided, however, Developer may assign and/or delegate all or any part of such reserved rights to the Association.
- 6. These covenants and restrictions shall continue in full force and effect until January 10, 2027, and shall thereafter be automatically extended for successive periods of ten years each, unless by a duly executed and recorded instrument the then owners of 2/3 or more of the lots in the development, as shown on the recorded plat, elect to terminate or amend the restrictions in whole or in part.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 15th day of March, 2007.

IN THE PRESENCE OF:

Tracy Price
Lorissa M. Mason

L Allen Newman
 ARCAAE, LLC
 By: L Allen Newman, Member

STATE OF SOUTH CAROLING)
)
 COUNTY OF SPARTANBURG)

PROBATE

Personally appeared before me the undersigned witness and made oath that he saw the within named ARCAAE LLC sign and with Covenants and Restrictions and Seal said Covenants and Restrictions, and as its act and deed, deliver the same and he with the other witness subscribed above witnessed the execution thereof.

Tracy Price

SWORN to before me this 15th
 Day of March, 2007
 Notary Public for South Carolina
Lorissa M. Mason
 My Commission Expires: 2/17/07