

DEE-2018-28873



DEE BK 120-E PG 715-735

Recorded 21 Pages on 06/28/2018 09:37:49 AM

Recording Fee: \$27.00

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

Dorothy Earle, Register Of Deeds

**STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG**

**AMENDED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
RIVERDALE SUBDIVISION REF: DEED 97-W PAGE 998**

Table of Contents

Introduction.....3

Article I - Real Property Subject To This Declaration

- 1.1 Existing Property4
- 1.2 Additions To Existing Property4
- 1.3 Conflict With Zoning Statues4

Article II - Uses Permitted and Prohibited In Residential Area

- 2.1 Uses For Single Family Residences.....5
- 2.2 Business Prohibited.....5
- 2.3 Street Obstructions.....5
- 2.4 Square Footage Minimums5
- 2.5 Detached Out-Buildings.....6
- 2.6 Set Back Lines6
- 2.7 Garages6
- 2.8 Fences, Walls And Hedges6
- 2.9 Used Structures6
- 2.10 Signs And Advertising.....6
- 2.11 Construction Delays.....7
- 2.12 Paved Driveways7
- 2.13 Picnic Areas And Trash Burning7
- 2.14 Tents And Shacks7
- 2.15 Trailers And Vehicles7
- 2.16 Fuel Tanks.....7
- 2.17 Animals.....8
- 2.18 Windows; Air Conditioning Units.....8
- 2.19 Radio And Television Antennae.....8
- 2.20 Nuisances8
- 2.21 Concrete Blocks8
- 2.22 Easements8
- 2.23 Utility Easement.....9
- 2.24 Access9
- 2.25 Rubbish Removal.....9
- 2.26 Street Signs, Maintenance.....9
- 2.27 Subdivision Signs, Maintenance.....9

- 2.28 Mailboxes.....9
- 2.29 Unloading Of Heavy Equipment; Damage to Streets and Curbs..... 10
- 2.30 Boundary Pins 10
- 2.31 Subdivision of Existing Lots.....10
- 2.32 Sodded Front Yards 10
- 2.33 Soil Erosion..... 10
- 2.34 Subdivision Street Lights..... 10
- 2.35 Miscellaneous 11

Article III-Approval of Plans and Specifications

- 3.1 Architectural Committee..... 11
- 3.2. Committee Members..... 12
- 3.3. Successors 12
- 3.4. Standards of Disapproval..... 12

Article IV - Waiver of Setbacks, Location and Size of Improvements on Lots 13

Article V - Amendments and Modifications to Declaration

- 5.1 Reservation 13
- 5.2 Additional Covenants..... 13

Article VI- Terms and Enforceability

- 6.1 Enforcement..... 14
- 6.2 Loan Requirements 14
- 6.3 Term of Declaration 14

Article VII - Definitions

- 7.1 Real Property 15
- 7.2 Lot 15
- 7.3. Plat 15
- 7.4 Association..... 15
- 7.5 Declaration..... 15
- 7.6 Paragraph Headings 15

Article VIII – Miscellaneous 16

Article IX - Limitation of Liability 17

Article X- Recreational Facilities, Common Areas and Maintenance Charges..... 17

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

AMENDED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
RIVERDALE SUBDIVISION

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") made this 8th day of June 2018 by Riverdale Homeowners, Inc. a South Carolina corporation, hereinafter referred to as Association.

WHEREAS, Owner/Developer is the owner of certain property in the County of Spartanburg, State of South Carolina, which is more particularly described as follows:

Lots numbers 26, 27, 28 as shown on a plat of Riverdale Subdivision Phase I as prepared by Thomas P. Doling, RLS, dated January 29, 1995, and recorded in the RMC Office for Spartanburg County in Plat Book 129 at Page 169, on May 8, 1995, and the numbered lots 25, 41, 42 and 43 as shown on a plat of Riverdale Subdivision Phase II prepared by Hugh R. Longshore III, RLS, dated June 8, 1999, and recorded in the RMC Office for Spartanburg County in Plat Book 146 at Page 860, on January 24, 2000.

WHEREAS, Owner/Developer caused Riverdale Subdivision Phase I to be subjected to the Restrictive Covenants of Riverdale Phase I recorded on September 11, 1995 in Deed Book 63F at Page 331 in the Office of the Spartanburg County Register of Deeds, as amended by that certain Modification of Restrictions recorded on January 29, 1998 in Deed Book 67G at Page 244, and as further amended by that certain Modification of Restrictive Covenants recorded on February 4, 1998 in Deed Book 67G at Page 805 (collectively, the "Original Restrictions");

WHEREAS, under the Original Restrictions, the owners representing fifty percent (50%) of the lots in Riverdale Subdivision Phase I may amend the Original Restrictions;

WHEREAS, as the owner of over 57% of the lots in Riverdale Subdivision Phase I and all of the lots in Riverdale Subdivision Phase II, Owner/Developer desires to amend the Original Restrictions to create a residential community in accordance with a uniform plan of development to preserve and maintain property values, to maintain the natural beauty of the Real Property which is the subject of this Declaration, to guard against construction thereon of poorly designed or proportioned structures built of improper or unsuitable materials, to obtain a harmonious architectural scheme and to create a livable environment, for the benefit of future purchasers of the Real Property.

NOW, THEREFORE, for and in consideration of the aforementioned considerations, and in further consideration of the mutual covenants, conditions, reservations, servitudes and easements herein created for the benefit of the Owner/Developer, its successors and assigns, and the future owners of the Real Property, Owner/Developer hereby declares that the Original Restrictions are hereby superseded by this Declaration so that all of the Real Property which is the subject of this Declaration shall be held, transferred, sold, conveyed and occupied subject to the following covenants, restrictions, easements, conditions, reservations and servitudes, which are hereby declared covenants running with the land, according to the terms hereof, and shall be binding on all parties having any right, title or interest in the Real Property which is the subject of this Declaration or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
REAL PROPERTY SUBJECT TO THIS DECLARATION

1.2 ADDITIONS TO EXISTING PROPERTY. Additional property may become subject to this Declaration without the approval of any purchaser or transferee of the Owner/Developer by the filing of record a Supplementary Declaration with respect to the additional property which shall automatically extend the scheme of this Declaration to such property. Such Supplementary Declaration may contain such additions and modifications of this Declaration as may be necessary to reflect the different character added properties.

1.3 CONFLICT WITH ZONING STATUTES. In the event of any conflict of the provisions hereof with any zoning ordinances or statutes, or subdivision law or regulation in effect on the date of recording of this Declaration, which would require a more stringent or strict standard, regulation or use than required herein, then the terms, conditions and requirements of such more stringent zoning or subdivision law, statute or ordinance shall prevail.

**ARTICLE II
USES PERMITTED AND PROHIBITED IN RESIDENTIAL AREA**

The uses permitted and prohibited and the terms, conditions and limitations hereinafter set forth in this Article II, Paragraphs 2.1 through 2.35 shall apply to all numbered lots in the subdivision, except where specifically provided to the contrary hereinafter.

2.1 USES FOR SINGLE FAMILY RESIDENCES. All lots shall be used exclusively for a single family residence and for residential or domestic purposes connected therewith not specifically prohibited by the terms of this declaration.

2.2 BUSINESS PROHIBITED. No structure at any time situate on the Real Property shall be used for any business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic or manufacturing purposes, or as a professional office, and no billboard or advertising signs any kind shall be erected or displayed thereon, except such signs as are hereinafter permitted. No part of any structure thereon shall be used for the purposes of renting rooms therein or as a boarding house, motel, tourist or motor court or for transient accommodations. No duplex residence, garage apartment or apartment house shall be erected or permitted to remain on any numbered lot in the subdivision, and no structure at any time thereon shall be converted into a duplex residence, garage or apartment house. The prohibitions contained herein shall not apply to or in any way be construed to apply to the clubhouse and recreational facilities that may be constructed and maintained in the subdivision by the Owner/Developer or its successor homeowners' association.

2.3 STREET OBSTRUCTIONS. No fence, wall, hedge, shrub, bush, tree or other object, natural or artificial, shall be placed or located on any lot if the location of the same will, in the judgment of the Architectural Committee, obstruct the vision of any motorist upon any street shown on the Subdivision plat, or otherwise be deemed not in the best interest of the development scheme of the subdivision by the Architectural Committee.

2.4 SQUARE FOOTAGE MINIMUMS. No residence or dwelling shall be constructed on any numbered lot containing less than Fifteen hundred (1,500) square feet of floor space, exclusive of porches (screened and unscreened), garages, basements and breezeways. No residence or dwelling shall be constructed on Lot Number 28 in Phase I or on Lots Numbers 22, 23, 24, 25, 26, 27 and 28 of Phase II containing less than Nineteen Hundred Twenty (1,920) square feet of floor space, exclusive of porches (screened and unscreened), garages, basements and breezeways, and which shall be built on a brick foundation (i.e., crawl space). The square footage minimum herein refers to heated, finished area. Variances from the strict requirements of the minimum square footage provision of this paragraph may be made upon the unanimous consent of the Architectural Committee, due to special circumstances attributable to specific lots.

2.5 DETACHED OUT-BUILDINGS. No hothouse, green house, summer house, cabana, outdoor fireplace, barbecue pit, swimming pool installation, play sets or other structure of any kind which is detached from the single family residence shall be placed on or permitted to remain on any lot without the written approval of the Architectural Committee. There shall be no above-the-ground swimming pools; provided, however, that this provision shall not exclude small, portable pools designed only for small children.

2.6 SET BACK LINES. No building shall be erected on any lot nearer than 20 feet from the front lot line or the sideline of any corner lot. No residence shall be constructed nearer than ten (10) feet to any side lot line nor twenty (20) feet from the rear lot line. The Architectural Committee hereunder may approve minor deviations from the requirements of this paragraph in the event that strict imposition of the provisions hereof would result in a hardship because of the size or topography of any individual lot, provided that such deviations do not violate County of Spartanburg ordinance requirements.

2.7 GARAGES. All residences or dwellings shall have one or two car garages attached thereto. All such garages constructed on such lots must have installed thereon garage doors approved by the Architectural Committee, which shall remain closed when not in use. No detached garages shall be allowed unless approved in writing by the Architectural Committee.

2.8 FENCES, WALLS AND HEDGES. No fence, hedge, wall or any other type of permanent structure, or any part of the same, shall be erected, placed, altered or allowed to remain on any Lot unless approved in writing by the Architectural Committee. No fence, hedge or wall or any other type of permanent structure, or any part of the same shall be erected, placed, or allowed to remain on any portion of a Lot from the front Lot line to the rear line of the residence thereon. No fence, hedge, wall or any other type of permanent structure shall be erected, placed or allowed to remain in the rear yard of any Lot that borders or abuts the stream, lake and/or pond, and the landscaping of such rear yards shall be subject to the approval of the Architectural Committee. No fence shall be higher than six (6) feet. Once any approved fencing has been installed or erected, such fencing must be properly maintained in a neat and attractive condition.

2.9 USED STRUCTURES. No used building or structures shall be placed or permitted to remain upon the Real Property without the written approval of the Architectural Committee.

2.10 SIGNS AND ADVERTISING. No sign of any character shall be displayed or placed upon any lot, except one (1) "for rent" or "for sale" signs of not more than eight (8) square feet, which sign shall refer only to that particular premises on which displayed, and shall not extend more than four feet above the surface of the ground, and shall be fastened only to a stake in the ground. The Architectural Committee may enter upon any lot and summarily remove and destroy any signs which do not meet the provision of this paragraph; provided, however, that the Owner/Developer, or any person or entity designated by the Owner/Developer, may erect or maintain such commercial and display signs on such Lots, temporary dwellings, sales offices, model houses or other structures as Owner/Developer may deem advisable for development purposes, so long as the Owner/Developer continues to own lots in the Subdivision.

2.11 CONSTRUCTION DELAYS. The construction of any residence or structure once commenced must be fully completed within one (1) year unless rendered impossible as a direct result of strikes, fires, national emergencies or natural calamities. Any building or structure not so completed or upon which construction has ceased for a period of ninety (90) consecutive days, or any building or structure which has been totally or partially destroyed by fire or other casualty and not rebuilt within one year, are hereby declared nuisances which may be removed by the Owner/Developer or its successors at the expense of the owner to be paid to the Owner/Developer or its successors on demand.

2.12 PAVED DRIVEWAYS. Prior to completion of construction of any residence on any lot, the owner of such lot shall install at such owner's expense a suitable driveway from the paved portion of the abutting street or avenue of a design, type of material and location approved by the Architectural Committee. All proposed driveways shall be submitted to the Architectural Committee for approval if constructed of a material other than concrete.

2.13 PICNIC AREAS AND TRASH BURNING. No picnic areas nor detached outbuildings shall be erected or permitted to remain on any numbered lot prior to the commencement of construction of a permanent residence thereon. No trash, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate or remain on any part of a numbered lot after construction of a permanent residence thereon. No fires for the burning of trash, leaves, clipping or other debris or refuse shall be permitted on any lot except during construction of a residence thereon.

2.14 TENTS AND SHACKS. No shed, trailer, barn, tent or other temporary or movable building or structure of any nature or kind shall be erected, placed or permitted to remain on the Real Property; provided, however, that nothing contained herein shall prevent the use of a temporary construction shed during the period of actual construction of a dwelling or other building permitted hereunder nor the use of adequate sanitary toilet for workmen during the period of such construction. No overnight camping shall be permitted on any portion of the Real Property.

2.15 TRAILERS AND VEHICLES. No house trailer, mobile or motor home, bus, truck or commercial vehicle over three-quarter (3/4) ton capacity, motorcycle, camper, or van (but not including passenger vans for non-commercial use) shall be kept, stored or parked overnight either on any street or on any Lot, unless parked out of view and maintained in an area such as a garage or detached out building that has been approved in writing by the Architectural Committee. In addition, no vehicle of any kind may be kept, stored or parked on any non-paved area of a Lot or common area. Notwithstanding the foregoing, passenger automobiles may be parked in driveways if the number of vehicles owned by the Lot exceeds the capacity of the garage, and a recreational vehicle, boat or trailer may temporarily be parked in a driveway for not more than forty-eight (48) hours on a nonrecurring basis.

2.16 FUEL TANKS. Fuel storage tanks shall be buried below the surface of the ground.

2.17 ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other small household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. Such household pets must not cause unsanitary conditions, must not constitute a nuisance or threat to any owner, family member, guest, invitee or others coming into the subdivision. The number of household pets kept and maintained shall not exceed three (3) in number except for newborn offspring of such pets under nine (9) months of age. No kennels or animal runs may be erected or maintained on any Lot. All owners of animals shall be responsible for any noise, nuisance or odor that may be created. All animals must be vaccinated and licensed as required by any local ordinance.

2.18 WINDOWS; AIR CONDITIONING UNITS. No window air conditioning unit shall be installed on any side of any building which faces a street.

2.19 RADIO AND TELEVISION ANTENNAE. Exterior radio or television antennae shall be of a standard type and size, and shall be installed in a professional workman like manner. No other exterior electronic equipment or devices of any kind shall be installed or permitted to remain on the exterior of any structure located on the Real Property unless the location, size and design thereof shall have been approved in writing by the Architectural Committee. Television satellite receivers shall be prohibited if located outside of a residence unless totally concealed by fencing and/or landscaping and unless the location and screening thereof has specifically approved in writing by the Architectural Committee.

2.20 NUISANCES. No illegal, noxious or offensive activity shall be permitted or carried on upon any part of the Real Property, nor shall anything be permitted which may be or become a nuisance, a source of embarrassment, discomfort or annoyance to the neighborhood. All property shown on the subdivision plats is hereby declared to be a wildlife sanctuary and any hunting of any birds or animals is hereby prohibited.

2.21 CONCRETE BLOCKS. No concrete blocks or concrete bricks shall be used in the construction of any building or structure on any lot which may be visible from the exterior after grading has been completed, unless the design thereof has been approved in writing by the Architectural Committee.

2.22 EASEMENTS. Easements for the drainage of surface water as shown on the subdivision plats are hereby reserved by the Owner/Developer. Each owner of any property subject to said easement shall keep swales located thereon planted with grass or other ground covers, free and unobstructed and in a good state of repair and condition, and shall provide access for the installation of such culverts on such owners property as may reasonably be required for proper drainage. In addition, the Owner/Developer hereby reserves and is given a perpetual, alienable and releasable easement for access and landscaping over, in and under a twenty-five (25) foot strip parallel to, and tangent with, the lake and/or pond located on the Real Property.

2.23 UTILIFIY EASEMENT. The Owner/Developer hereby reserves and is given a perpetual, alienable and releasable easement for the installation of utilities, (including water, electricity, telephone, gas, cable TV and sewer lines) over, in and under a five (5) foot strip parallel to, and tangent with, all side lot lines of any lot, and over, in and under a ten (10) foot strip parallel to and tangent with all rear lot lines of any lots, as well as in and to all easements for water, gas, drainage, electricity and sewage as specifically shown on the recorded Subdivision plats. Owner/Developer hereby reserves and is given a perpetual, alienable and releasable drainage easement over, in and under a five (5) foot strip parallel to, and tangent with, all lot lines of any lot in addition to the drainage and utility easements specifically shown on the recorded Subdivision plats. The Owner/Developer shall have the unrestricted and sole right and power of alienating, conveying and releasing the easements reserved under the terms of this paragraph. All such easements, including those designated on the subdivision plats, are and shall remain private easements.

2.24 ACCESS. There shall be no access from any numbered lot as shown on the subdivision plats on the perimeter of the property thereon shown, except to and from designated streets and roads located exclusively within the boundary or perimeter lines of Riverdale Subdivision as shown on the Subdivision plats.

2.25 RUBBISH REMOVAL. All builders and the owner of each lot, improved or unimproved, shall keep the same free of tall grass, undergrowth, dead trees, dangerous and dead tree limbs, weeds, trash, and rubbish, which lot shall at all times be maintained in such a manner as to prevent the same from becoming unsightly, unsanitary or a hazard to health, and in a neat and attractive condition. In event the owner of any lot fails to comply with the terms of this paragraph, the Owner/Developer and/or Homeowners Association, shall have the right (but not the obligation) to go upon such Lot and to cut and remove tall grass, undergrowth, weeds, rubbish and any other unsightly or undesirable things and objects therefrom, and to do all other things and perform and furnish any labor necessary or desirable in its judgment to maintain the lot in a neat and attractive condition, all at the expense of the owner of such lot, which expense shall become payable by the owner of such lot to the Owner/Developer and/or Association on demand. The failure of an owner of such a lot to reimburse such costs shall subject such lot to the imposition of a lien thereon for such expense to be entered in the manner as assessments as hereinafter provided.

2.26 STREET SIGNS, MAINTENANCE. Property owners of lots agree to permit street signs, provided by Owner/Developer, to be erected on said lots nearest to the street or intersection of streets. Owner/Developer shall be responsible for the initial erection of said signs. Thereafter, individual property owners of the subdivision, or their Homeowners Association, shall be responsible for the maintenance of said signs, and the owners of lots upon which such signs are situated shall be responsible for the maintenance of the area surrounding the signs.

2.27 SUBDIVISION SIGNS, MAINTENANCE. Owner/Developer may construct subdivision signs at the entrances to the subdivision, and shall landscape the area around said signs. Thereafter, it shall become the responsibility of the individual property owners, or the aforesaid Association, to maintain such signs.

2.28 MAILBOXES. Each Lot upon which a residence has been constructed shall have a mailbox installed there upon of a type and size approved by the Architectural Committee. Such mailbox shall be properly maintained at all times by the lot owner and shall not be altered or replaced except by a new mailbox identical to the one originally installed or otherwise approved in writing by the Architectural Committee.

2.29 UNLOADING OF HEAVY EQUIPMENT; DAMAGE TO STREETS AND CURBS. No builder or property owner will unload heavy equipment on paved streets, and any builder or property owners damaging any of the streets or curbs in said subdivision will be responsible for the cost of repairing such damage.

2.30 BOUNDARY PINS. No property pins shall be removed by lot owners or builders and if said pins are removed, it shall be the responsibility and expense of said lot owner or builder to replace same.

2.31 SUBDIVISION OF EXISTING LOTS. Lots shall not be re-subdivided nor shall lot lines be changed so as to decrease in either width or area any numbered lot as shown on the subdivision plat, unless approved in writing by the Architectural Committee.

2.32 SODDED FRONT YARDS. All yards of any numbered lot existing between the front of a constructed dwelling on any lot and paved street shall be sodded with a grass and in a manner approved by the Architectural Committee. In the case of corner lots whereupon the dwelling thereon will be required by the Architectural Committee to face the corner of said lot, which location may result in a larger front yard than other lots in the subdivision, the Architectural Committee may, based upon the particular configurations of such corner lots, permit and approve areas smaller than the front yards thereof to be sodded.

2.33 SOIL EROSION. No builder or property owner shall allow disturbed soil to erode and be deposited in or on any streets and/or storm drains of the subdivision. Construction of silt screens shall be required and approved by the Architectural Committee and installed prior to any soil disturbance. Any expense incurred by the Owner/Developer in cleaning up any such erosion deposits from said streets and storm drains in the subdivision shall be recovered from the property owner from whose lot such erosion arose.

2.34 SUBDIVISION STREET LIGHTS. Property owners of lots agree to permit streetlights, to be provided by Owner/Developer to be erected on lots in the subdivision at the discretion of the Owner/Developer. Owner/Developer shall be responsible for the initial erection of said streetlights. Thereafter, the individual property owners of the subdivision, or the Association, shall be responsible for the maintenance of said street lights, and the lot owners upon which lots said street lights are located shall be responsible for maintaining the area surrounding said street lights.

2.35 MISCELLANEOUS.

- a) Provisions must be made by lot owners for off-street parking of their own automobiles and vehicles and those belonging to guests, invitees and other family members, as the parking of such automobiles and vehicles on the street right-of-way for long periods of time during the day or night will not be permitted.
- b) No motorcycles, motorbikes, minibuses, go-carts or other similar vehicles shall be operated on any lot or on any common area in the subdivision.
- c) No fireworks of any kind shall be stored or used on any lot or on the common areas or on any portion of the Subdivision or any public street in the Subdivision.
- d) Each lot owner is responsible for repairing damage to the paving and curb adjacent to their property caused during construction of improvements.
- e) Swimming, ice skating and boating of any kind shall be prohibited in the lake and/or pond located within the Real Property. Fishing shall be permitted in the discretion of the Association and subject to its regulations.

**ARTICLE III
APPROVAL OF PLANS AND SPECIFICATIONS**

3.1 ARCHITECTURAL COMMITTEE. For the purposes of insuring the development of the Real Property as an area with a pleasing aesthetic appearance, no building, structure, fence, wall, utility area, driveway, swimming pool or other structural improvement, regardless of size or purpose, whether attached to or detached from a main residence, shall be commenced, placed, erected or allowed to remain on any lot, nor shall any additions to, or exterior changes in or alterations thereto be made unless building plans and specifications covering the same, showing the nature, kind, shape, height, size floor plans, location, materials to be used and orientation on the Real Property, together with such other information as shall be reasonably required by the Architectural Committee, shall have been submitted to and approved in writing by the Architectural Committee hereby established. Additionally, the Architectural Committee shall have all powers and authorities elsewhere conferred upon it under the terms and conditions of this Declaration.

Specifically, prior to the commencement of any construction on any numbered lot in the subdivision, each owner of such lot shall submit to the Architectural Committee, in duplicate, plans and drawings, which shall have been prepared in a one-eighth (1/8) scale or larger, and which shall contain at a minimum the following:

- a) Floor plans;
- b) Front, rear and side elevations;
- c) The area of heated floor space;
- d) Exterior building material to include manufacturer, color and texture;
- e) Exterior color trim;
- f) Roofing material, color and pitch; and
- g) Site plans showing foundations of all structures, walks, driveways, fences and drainage plans.

3.2. COMMITTEE MEMBERS. The Architectural Committee shall initially be composed of three (3) officers of Owner/Declarant, Morris Weisz, David Weisz and Mitchell Lerner. In the event of the failure or inability for any reason of a member to act, or upon any resignation of a member from the Architectural Committee, the vacancy created shall be filled permanently or temporarily, as necessary, by the remaining members of the Architectural Committee. No members of the Architectural Committee shall be paid for their services, but members shall be reimbursed for reasonable out-of-pocket expenses incurred by such members in the performance of their duties hereunder.

3.3. SUCCESSORS. After the sale of all Real Property in the Subdivision by the Owner/Developer, and after control of the Association has been transferred by the Owner/Developer to a new Board of Developers comprised by property owners as provided herein, the Architectural Committee as then constituted shall, upon presentation of a request by the legally constituted Association resign, and said Association shall have the right to designate members of the Architectural Committee, and thereafter, the Architectural Committee as so designated shall succeed to all the rights, duties and powers set out herein. Provided, however, that such request shall be made in writing, and shall be accompanied by a certified copy of the appropriate governing instrument(s) of such organization and such other documents as will show the authority of the person(s) making the demands to represent the Association. Provided, further, that if no such demand is made within one (1) year after the sale of all lots owned by the Owner/Developer in the Subdivision, the Architectural Committee shall designate three (3) owner-residents, subject to such owner-residents' consent, who shall then serve with all powers, duties and responsibilities as set out herein, until such time as a request, as contemplated herein, shall be made by the Association. Prior to such time as the duties of the Architectural Committee are transferred to an Association as provided above, the acting Architectural Committee shall be entitled to delegate to such Association, or duly appointed committee thereof, any duties reserved herein unto said Architectural Committee except approval of construction of new homes.

3.4. STANDARDS OF DISAPPROVAL. The Architectural Committee shall have the absolute and exclusive right to refuse to approve any building plan, specification, materials, design, lot grading or landscaping plan of anything or structure which in the opinion of the Architectural Committee is not suitable or desirable for any reason whatsoever, including purely aesthetic reasons and reasons connected with the future development plans of the Owner/Developer of contiguous lands. In passing upon such matters the Architectural Committee may take into consideration the suitability of proposed materials, the quality of proposed workmanship, harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from neighboring properties.

**ARTICLE IV
WAIVER OF SETBACKS, LOCATION AND SIZE OF IMPROVEMENTS ON LOTS**

The Architectural Committee hereinabove constituted under the terms of Article III is hereby authorized and fully empowered by unanimous vote of all of its members to waive compliance with, approve or ratify in the construction or alteration of any building or other structure upon the Real Property, or in the use, and failure to use, any of the Real Property the subject hereof, any and all minor violations of the requirements set forth in this Declaration, if, in the opinion of all of the members of said Architectural Committee the same shall be necessary to prevent undue hardships because of special circumstances to the Real Property involved, and provided that such waivers do not violate any County of Spartanburg ordinance. The waiver, approval or ratification by the Architectural Committee in accordance with the terms of this paragraph shall be binding upon all persons, amid the powers of waiver herein conferred upon the Architectural Committee shall be construed liberally so as to affect any matters or things included within the term and conditions of this Declaration.

**ARTICLE V
AMENDMENTS AND MODIFICATIONS TO DECLARATION**

5.1 RESERVATION. The Owner/Developer reserves and shall have the right to amend this Declaration for the purpose of resolving any ambiguity in, or any inconsistency between the provisions contained herein, and to make any additional covenants and restrictions applicable to the Real Property which do not substantially alter or change the standards of the covenants and restrictions herein contained. This Declaration may be amended by an instrument signed by the owners of Lots in the subdivision having not less than seventy-five percent (75%) of the votes of the Association. Any Amendment must be properly recorded. As long as the Owner/Developer owns any Lot in the subdivision no amendment shall be effective without the written consent of the Owner/Developer, which consent shall be properly recorded in order to be effective.

5.2 ADDITIONAL COVENANTS. No property owner, without the prior written approval of the Owner/Developer, may impose additional covenants or restrictions on any part of the Real Property shown on the plats of Riverdale Subdivision.

**ARTICLE VI
TERMS AND ENFORCEABILITY**

6.1 ENFORCEMENT. Owner/Developer, its successors and assigns, any person owning any Real Property situated in Riverdale Subdivision, as shown on the Subdivision plats, or the Association referred to herein, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, the Articles of Incorporation or the By-laws of the Association. In the event that the Owner/Developer, any owner, or the Association resorts to litigation to remedy a violation of this Declaration, such Owner/Developer, owner, or the Association, as applicable, shall be entitled to recover court costs, attorneys' fees and expenses incurred in connection therewith, which costs, fees and expenses may be levied as a special individual assessment against the offending owner's Lot. Failure by the Owner/Developer, any owner, or the Association to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter. Owner/Developer and/or the Association shall have the right to request that law enforcement, public safety and animal control officers come on the Real Property to facilitate the enforcement of the laws, codes and ordinances of any governmental authority. Invalidity of any one or more of the covenants or restrictions set forth in this Declaration by a judgment or court order shall not affect any of the other provisions hereof which shall remain in full force and effect.

6.2 LOAN REQUIREMENTS. If any of these covenants shall be found to be contrary to the recommendations or policies of the Federal Housing Administration, the Veterans Administration or any other recognized institution or agency, public or private, granting or insuring loans and shall render any Lot in said subdivision unacceptable for any such loan, the Owner/Developer shall have authority to alter, amend or annul any such covenants as may be necessary to make any of the Real Property herein acceptable and eligible for such loan.

6.3 TERM OF DECLARATION. The covenants and restrictions contained in this Declaration, as altered, amended, modified and annulled from time to time as provided for herein, unless released or waived as herein provided, shall be deemed covenants running with land and shall remain in full force and effect until the first day of January, 2027, and, thereafter, this Declaration shall be automatically extended for one (1) successive period of twenty-five (25) years unless within six (6) months prior to January 1, 2027, a written agreement executed by the owners of Lots in the subdivision having not less than seventy-five percent (75%) of the votes of the Association shall be recorded in the Office of the Register of Deeds of Spartanburg County, South Carolina, in which written agreement any of the covenants, restrictions, reservations and easements provided for herein may be changed, modified, waived or extinguished, in whole or in part, as to all or any part of the Real Property then subject hereto, in the manner and to the extent provided in such written agreement.

**ARTICLE VII
DEFINITIONS**

The following words when used in this Declaration or in any supplemental Declaration shall have the following meanings unless the context in which such terms are used shall clearly indicate to the contrary, to-wit:

7.1 REAL PROPERTY. "Real Property" shall refer to the numbered lots in such existing land, tenements, real estate, real properties, and future additions thereto, if any, the subject of this Declaration.

7.2 LOT. "Lot" shall mean and refer to any numbered plot of land shown on any recorded subdivision plat which is intended for use and occupancy as a single family dwelling and as further defined in paragraph 2.1, above.

7.3 PLAT. The term "Plat" shall mean and refer to the recorded plats of Riverdale Subdivision made by Thomas P. Doling, RLS, and Hugh F. Longshore III, RLS, in accordance with the date, slide and page of recording in the Register of Deeds Office for Spartanburg County, South Carolina, as set forth in Paragraph 1.1 above, as well as any revisions, supplements or amendments thereof and any further subdivision plats of lots in Riverdale Subdivision.

7.4 ASSOCIATION. The term "Association" shall mean and refer to the Homeowners' Association, duly established under the laws of the State of South Carolina, as provided for in Paragraph 10.2 hereof, which shall be known as the Riverdale Homeowners' Association, Inc.

7.5 DECLARATION. The term "Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions applicable to Riverdale Subdivision as now or hereafter amended, modified, supplemented and extended from time to time, as well as to include additional properties.

7.6 PARAGRAPH HEADINGS. All "Paragraph Headings" appearing under each numbered article or to the right of each numbered paragraph of each Article have been inserted in this Declaration for ease of reference only and are not to be construed as a part thereof.

**ARTICLE VIII
MISCELLANEOUS**

8.1 Names or numbers painted or otherwise placed on mailboxes and/or any other house numbers will be positioned in a professional manner, and in accordance with the specifications established and provided by the architectural committee.

8.2 The owner of the Real Property which may adjoin or abut a stream, river, lake or pond in the subdivision shall keep said owner's property trimmed, cut, and properly maintained so as to present a pleasing appearance, maintain the proper contour of the body of water and prevent erosion. No trash garbage, sewage, waste water (other than surface water), rubbish, debris, ashes, or other refuse shall be deposited in such body of water. The owner of any Lot which may adjoin or abut the existing lake shown on the Subdivision plats shall not be allowed to pump water from said lake for any reason without the express written consent of the Owner/Developer or its successors or assigns.

8.3 All garbage containers shall be placed in an inconspicuous location at the rear of the Lot and screened from view and kept in a neat manner.

8.4 Upon sale/transfer of real property during a real estate transaction the association will provide an account status in regards to the HOA assessments, potential liens as well as notification of a transfer fee. The transfer fee covers the costs for the researching of the account status, reporting of the account status to the Realtor requestor, and upon closing, the migration of the new property owner's information into the accounting software, the removal and closure of the prior owner's account information as well as the access control key fobs, activation of Fobs, programming of access panel and reconciliation of access control records. An invoice for this fee will be sent to closing for processing during the transaction. This fee is initially set at Two hundred fifty dollars (\$250.00) and is payable to the Association.

**ARTICLE IX
LIMITATION OF LIABILITY**

Conflicting language hereinabove to the contrary notwithstanding, any property owner may rely on the decision of the Architectural Committee, and such property owner as may act in conformance with the decision(s) of the Architectural Committee affecting his property, made upon his request to the Architectural Committee as prescribed herein, shall be presumed to be in conformity with this Declaration unless such decision shall have been procured upon a willful misstatement of fact. Decisions of the Owner/Developer and/or the Architectural Committee, including Supplemental Declarations, shall also be presumed to be in conformity with this Declaration and its scheme and design. NEITHER OWNER/DEVELOPER, THE ARCHITECTURAL COMMITTEE OR ANY MEMBER THEREOF SHALL BE LIABLE IN DAMAGES OR OTHERWISE TO ANYONE SUBMITTING PLANS AND OTHER SUBMITTALS FOR APPROVAL OR TO ANY OWNER BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, MISFEASANCE, MALFEASANCE OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PERFORMED PURSUANT TO THIS DECLARATION. NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, SHALL ARISE AS A RESULT OF ANY PLANS, SPECIFICATIONS, STANDARDS OR APPROVALS MADE OR APPROVED BY THE OWNER/DEVELOPER OR THE ARCHITECTURAL COMMITTEE, AND NEITHER OWNER/DEVELOPER, THE ARCHITECTURAL COMMITTEE OR ANY MEMBER THEREOF SHALL BE LIABLE IN DAMAGES OR OTHERWISE TO ANY OWNER OR ANY OTHER PERSON ON ACCOUNT OF ANY CLAIM, LIABILITY, DAMAGE OR EXPENSE SUFFERED OR INCURRED BY OR THREATENED AGAINST ANY OWNER OR SUCH OTHER PERSON ARISING OUT OF OR IN ANYWAY RELATED TO THE SUBJECT MATTER OF ANY REVIEW, APPROVAL, ACCEPTANCE, INSPECTION, PERMISSION OR CONSENT WHICH MUST BE OBTAINED FROM OWNER/DEVELOPER OR THE ARCHITECTURAL COMMITTEE WHETHER GRANTED OR DENIED.

**ARTICLE X
RECREATIONAL FACILITIES, COMMON AREAS AND MAINTENANCE CHARGES**

10.1. The Owner/Developer may build, at its expense, a lake, a swimming pool and related facilities, off-street parking, a clubhouse and/or picnic area on the Real Property or additional property. Notwithstanding the foregoing, nothing contained in this Declaration shall obligate Owner/Developer to construct any such recreational facilities.

10.2. The Owner/Developer will form a not-for-profit corporation to be known as "Riverdale Homeowners' Association, Inc." (and shall execute and file copies of the Articles of Incorporation and By-Laws thereof), hereinafter referred to as "Association", which will co-own and operate any recreational facilities and common areas of the Riverdale Subdivision. The Owner/Developer will initially exercise full control over the affairs and activities of the Association until such time as the Owner/Developer shall decide to transfer control to the property owners in the subdivision, which transfer of control may occur, at the sole discretion of Owner/Developer, prior to the sale of all lots in the subdivision by the Owner/Developer at which time control of said Association may be transferred to a new Board of Directors to be elected by the property owners in the subdivision. The new Board of Directors will at the time of transfer of control of such Association from Owner/Developer, accept possession of all facilities of the Association in their then condition. The owner of every lot located in the subdivision known as Riverdale, including all phases of the existing and future development of land now owned or which may hereafter be acquired by the Owner/Developer, which the Owner/Developer may elect to include as a part of Riverdale Subdivision, shall be entitled to membership in the Association and to the use and enjoyment of any recreational facilities owned thereby, upon complying with the rules and regulations concerning the use and enjoyment thereof and the covenants and restriction of said subdivision. The owners, other than the Owner/Developer, of lots in said subdivision will be entitled to make use of the aforementioned recreational facilities of the subdivision by paying the annual or special assessments hereafter in force and effect as provided herein. During the time the Owner/Developer continues to maintain and exercise control over the activities of the Association it reserves the right to sell memberships to persons or entities other than lot owners in Riverdale subdivision, for the use of such clubhouse, swimming pool and related facilities upon such terms and provisions as it may decide to require. When the Owner/Developer elects to divest itself of control and authority for the operation of the Association, as provided herein, a new Board of Directors of such Association shall be formed by election from among the property owners of the subdivision. The membership of the Association will consist of the owners of numbered lots in Riverdale Subdivision according to the recorded plats in connection therewith. There shall be one (1) vote for each lot whether owned singularly or as a tenants in common and regardless of the number of lots used to create one residence, except as hereinafter provided. The Owner/Developer shall be entitled at all times in connection with such "Riverdale Homeowner's Association, Inc." to have two (2) votes for each lot it continues to own in the subdivision. At such time as the Owner/Developer determines that it will divest itself of control of such Association, as provided herein, it will cause an election to be held by the above referred to lot owners entitled to vote for a new Board of Directors of such Association to be formed. Thereafter, the Association shall be operated in accordance with its Bylaws by its new Board of Directors and members who shall consist of lot owners in Riverdale Subdivision. Voting rights, as well as rights to use the recreational facilities, shall be subject to the Bylaws of the Association. Membership in the Association and use of the recreational facilities shall be appurtenant to and may not be separated from ownership of the property which is subject to assessments as hereinafter provided. An owner of up to two (2) numbered lots in time subdivision, other than the Owner/Developer, which lots shall be contiguous to one another, shall be entitled to only one (1) vote as aforesaid and shall be assessed the herein referred to Association fees on only one (1) lot during its ownership thereof. Owners, other than Owner/Developer, of two (2) or more lots not contiguous

with one another shall be entitled to one (1) vote per lot and shall be assessed the herein referred to Association fees on each lot so owned, except as may be otherwise provided herein.

10.3. All numbered lots on the recorded plots of Riverdale Subdivision shall be subject to an annual maintenance charge or assessment which shall be hereby established at an initial rate of Three Hundred (\$300.00) Dollars per year, based upon a calendar year, which may, at the Owner/Developer's or Association's option, be collected quarterly, semi-annually or annually. The first full annual assessment in the amount of Three hundred (\$300.00) Dollars shall be due and payable in advance on the January 1st next following the date of closing of or purchase of a lot in such subdivision and thereafter shall be due and payable in advance on each and every succeeding January 31st. When a grantee of a lot in the subdivision obtained from the Owner/Developer hereafter takes title to a lot in the subdivision such grantee shall pay unto the Owner/Developer, or the Association if then in existence, a proportional share of the annual assessment then in effect for that calendar year, to be calculated from the date of closing of such sale to the end of such calendar year, such amount to be due and collected at such closing. In addition, when a grantee of a lot in the subdivision obtained from the Owner/Developer hereafter takes title to a lot in the subdivision such grantee shall pay directly unto Riverdale Homeowners' Association, Inc. a one-time special assessment of Five Hundred (\$500.00) Dollars, such amount to be due and collected at such closing. Special assessments may be determined necessary from time to time by the Owner/Developer, or the Association when established, to cover expenses in excess of the proceeds derived from the annual assessment referred to above. The initial annual assessment established herein shall remain in effective in such amount for a period of one (1) year after the date this instrument is executed. Thereafter, the annual assessment amount shall remain the same until it is increased, decreased or discontinued, as from time to time may be determined by the Owner/Developer, or Association when established. Any special assessment found necessary to carry out the purposes of this Declaration by the Owner/Developer, or Association when established, shall be due and payable when invoiced to the lot owners. The amount so paid by the lot owners shall be administered by the Owner/Developer, and thereafter by the Association when formed, and may be used for the functions hereinafter set forth, and it is expressly stipulated that the Owner/Developer or the Association has the power to perform any and all said functions but that they are under no duty to perform or discontinue to perform at any time any of the functions, to wit:

- a. For the payment of the necessary expenses for the operation of said Association;
- b. For improving, cleaning and maintaining the common areas in the subdivision including any lake or retention ponds which may be deeded by the Owner/Developer to aforementioned Association;
- c. For the maintenance and improvement of any recreational facilities constructed by the Owner/Developer;
- d. For caring for vacant and unattended land, if any, within the subdivision, removing grass and weeds there from and doing any other thing necessary and desirable in the opinion of the Owner/Developer, or the Officers of the Association, for keeping such property neat and in good order for the general benefit of the property owners in said subdivision;
- e. For payment of expenses incidental to maintaining street lights, any entrance lighting and subdivision signs;
- f. For any expense incidental to the enforcement of this Declaration; and

- g. For any other purposes as in the opinion of time Owner/Developer, or the Officers of the Association, may be necessary for the general benefit of the property owners in the subdivision including, but not limited to, procurement of a Premises Liability Insurance policy for the common areas and recreational areas of the subdivision

10.4. The annual and special assessments referred to hereinabove shall constitute a lien upon all lots or portion of lots owned in the subdivision. Any assessment not paid within thirty (30) days after the due date thereof shall bear interest from the due date at the legal rate of interest provided by the Statute Laws of the State of South Carolina on Judgments. The acceptance hereafter of a deed by a grantee to a lot in the subdivision shall be construed to be a covenant by the grantee to abide by the provisions hereof and to pay said assessments, which assessments shall run with the land and be binding upon said grantee, the grantee's successors, heirs and assigns, forever. No person or entity may waive or otherwise escape liability for such assessments hereunder by virtue of alleged non-use of the common areas and facilities of the Association or abandonment of property in the subdivision.

10.5. Once established and when operated by the lot owners in the subdivision, the Association shall have the right to suspend the voting rights and right to use the common areas and recreational facilities of a lot owner for any period in which any assessment on such lot owner's property remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations. In addition the Association shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by this instrument. In the event of non-payment of any assessment as set forth herein by any lot owner in the subdivision the Association may bring an action at law for judgment against the owner of such lot personally obligated to pay the same and/or foreclose a lien against such lot in the same manner that a real estate mortgage is foreclosed, any interest, costs and attorneys' fees shall be added to the amount of such assessment to be collected from such lot owner. Until such Association is formed, the Owner/Developer shall have the rights reserved unto the Association as aforesaid. The lien of the Owner/Developer, or Association when formed, against a lot in the subdivision must be established by, and shall be effective from the time of filing of a Notice of Lis Pendens in the Register of Deeds Office for Spartanburg County. Failure by the Owner/Developer, the Association, or any lot owner, to enforce any covenant or restriction or lien herein contained shall in no event be deemed a waiver of the right to do so.

10.6. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or lien of any laborers, contractors, or material men furnishing labor and materials in connection with the construction of improvements located on any lot in the subdivision, unless prior to the filing thereof a Notice of Lis Pendens has been filed by the Owner/Developer or Association for foreclosure due to non-payment of such assessments. Sale or transfer of any lot shall not affect the assessment lien; however, the sale or transfer of any lot pursuant to foreclosure of a mortgage or material men's or mechanic's lien or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payment which became due prior to such sale or transfer unless prior to commencement of said action a Notice of Lis Pendens had been filed by the Owner/Developer or Association to enforce the collection of any assessment charges that shall become payable after the acquisition of title by a subsequent bonafide purchaser for value.

10.7. The annual or special assessments provided herein to be levied by the Owner/Developer, or the Association when formed, shall not apply to any lot so long as it is wholly owned or partially owned by the Owner/Developer. Further, in this regard, in the event a lot in the subdivision is sold to a licensed builder for construction of a dwelling for resale thereby, then, in such event, such builder shall have a grace period during such builder's ownership, up to one (1) year after such builder's execution of a contract to purchase such lot from the Owner/Developer, before being required to commence payment of such assessments.

10.8. The agent or employees of the Owner/Developer, or the Association when formed, shall be hereby authorized to enter upon any lot for the carrying out of any function set forth above.

10.9. The Owner/Developer specifically reserves the right to have access to and make use of any and all common areas and recreational areas and facilities of the subdivision, including any club house and swimming pool, so long as the Owner/Developer continues to own lots in Riverdale Subdivision and to extend the right to make use thereof to prospective purchasers of lots in said subdivision from said Owner/Developer.

IN WITNESS WHEREOF, the undersigned officer of Riverdale Homeowners, Inc., has caused this Amended and Restated Declaration of Covenants, Conditions and Restrictions to be executed this date and year first written above.

In the presence of:

Riverdale Homeowners, Inc.

Witness
[Signature]
Witness
[Signature]

by: *[Signature]*
PRESIDENT OF HOA

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 Riverdale Homeowners, Inc., by its duly authorized and acting President, sign, seal and as its act and deed deliver the within written Amended and Restated Declaration of Covenant, Conditions and Restrictions for Riverdale Subdivision, 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.

Sworn before me this 27th day of June, 2018.

[Signature]

[Signature]
Witness


Notary Public for South Carolina
My Commission Expires: August 12, 2023