

FILED
SOUTH CAROLINA
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R.H.G. WILKINSON
CLERK

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR SUGAR CREEK VILLAS
CONDOMINIUM AND PATIO HOMES

WHEREAS, Trendseller Development Company, Inc., a South Carolina corporation, hereinafter sometimes called "Declarant", is the owner of the property hereinafter described in Exhibit "A" annexed hereto and made a part hereof by reference, and hereinafter called the "Property", and

WHEREAS, Declarant intends to subject a portion of the Property to the Horizontal Property Act of South Carolina to form a condominium regime known as "Sugar Creek Villas Horizontal Property Regime", hereinafter sometimes called "Sugar Creek Villas", on which portion of the property Declarant proposes to construct no more than one hundred forty-four (144) condominium units, and

WHEREAS, Declarant intends to subdivide a portion of the Property into a subdivision of no more than twenty-one (21) patio home lots, and

WHEREAS, Declarant intends to construct a swimming pool, bathhouse and tennis courts and a private street on a portion of the Property, for the use and benefit of the owners of the condominium units and patio home lots, and

WHEREAS, Declarant intends to convey said swimming pool, bathhouse, and tennis courts, and the land on which they are constructed, and the private street to be known as Tananger Circle, to a South Carolina corporation known as "Sugar Creek Villas Recreation Association, Inc.", hereinafter called "Recreation Association", and

WHEREAS, membership in the Recreation Association shall consist of the condominium unit owners and patio home lot owners, and the within covenants, conditions and restrictions are imposed against the Property for the purpose of protecting the value and desirability of said Property, and to insure the systematic, uniform and harmonious operation, repair and maintenance of said swimming pool, bathhouse, tennis courts and private street,

NOW, THEREFORE, Declarant hereby declares that the Property described in Exhibit "A" shall be held, sold and conveyed subject to the following easements, restrictive covenants and conditions, which shall be deemed to run with the land and shall be binding upon Declarant, its successors and assigns, and every person acquiring or owning an interest in the Property, his grantees, heirs, successors and assigns.

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USES PERMITTED AND PROHIBITED

1. All numbered patio home lots and condominium units shall be used only for single family residences, except, however, Sugar Creek Villas Association of Residence Owners, Inc. may allow two or more non-related persons to occupy a condominium unit. Also, Declarant may use one or more units for a sales office and demonstration unit until Declarant has sold all of its units.

2. No business shall be allowed upon the Property, nor any use or practice which is the source of annoyance to residents, or which interferes with the peaceful possession and proper use of the Property by its residents. All parts of the Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist.

3. No immoral, improper, offensive or unlawful use shall be made of the Property, nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

4. Declarant may impose other restrictive covenants on the patio home lots.

ARTICLE II.

TANANGER CIRCLE

The street known as Tananger Circle shall be a private street, owned in fee simple by Sugar Creek Villas Recreation Association, Inc. Said street shall be a non-exclusive easement for the benefit of unit owners in Sugar Creek Villas Horizontal Property Regime and the owners of the patio home lots, for the purpose of ingress and egress, and for the purpose of maintaining, replacing and repairing of utilities. Said easement shall be permanent, shall be for the benefit of the Property in Sugar Creek Villas Horizontal Property Regime, its unit owners and the owners of patio home lots, their heirs, successors and assigns, and shall run with the property. Tananger Circle is not a public right of way, and will not be maintained by Greenville County, unless it is subsequently dedicated to the public and accepted by the County, according to County standards.

Declarant reserves the right to use Tananger Circle for ingress and egress to the Property for construction of condominium units and patio homes.

ARTICLE III.

RECREATIONAL FACILITIES

1. Declarant is constructing at its expense, a swimming pool, bathhouse and tennis courts on the Recreation Association property and reserves the right to complete said construction.

2. Said recreational facilities shall be for the benefit and use of the condominium unit owners and patio home lot owners.

3. Membership in Sugar Creek Villas Recreation Association, Inc. shall consist of the unit owners and patio home lot owners.

Any person becoming an owner of a unit in Sugar Creek Villas Horizontal Property Regime and/or an owner of a patio home lot shall automatically become a member of Sugar Creek Villas Recreation Association, Inc., and be subject to the by-laws and restrictions for said association. Such membership shall terminate without formal action of said Sugar Creek Villas Recreation Association, Inc. whenever such person ceases to be an owner, but such termination shall not relieve any such former owner from any liability or obligations incurred under or in any way connected with, said Sugar Creek Villas Recreation Association, Inc., during such period of ownership and membership, or impair any effective remedies of said Sugar Creek Villas Recreation Association, Inc.

When more than one person holds title to a unit or patio home lot, the vote on all matters upon which the members of said Sugar Creek Villas Recreation Association, Inc. are entitled to vote shall be limited to one (1) vote per unit and/or patio home lot to be exercised as such owners determine among themselves.

4. An assessment shall be levied by the Recreation Association against each condominium unit and patio home within the Property. Said assessment shall apply equally to each completed condominium unit and patio home. Said assessment shall be due and payable to the Recreation Association on the first day of each month, unless otherwise decided by the Recreation Association.

5. Declarant shall have and exercise all rights, powers, remedies, duties and privileges of the Recreation Association until control of the Recreation Association becomes vested in the purchasers of condominium units and patio homes. Declarant shall have

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said rights, powers, remedies, duties and privileges until one hundred eight (108) condominium units have been sold, except, however, Declarant may turn over control of the Recreation Association to the said owners at any time following completion of the swimming pool, bathhouse and tennis courts.

6. The assessment shall be an amount based on the estimate of common expenses for the Recreation Association to operate, maintain, repair, insure, create reserves for, and pay taxes upon the recreation facilities and Tananger Circle and water and sewer lines within Tananger Circle.

7. A late charge of Five Dollars (\$5.00) shall be added to any assessment not paid within ten (10) days after the due date.

8. The acceptance of a deed by a grantee shall be construed to be a covenant by the grantee(s) to pay said assessment, which shall run with the land and be binding upon the grantee, his successors, heirs and assigns. No person may waive or otherwise escape liability hereunder by the non-use of the facilities of the corporation or abandonment of the property.

9. The corporation shall have the right to suspend the voting rights and right to the use of the recreational facilities of a resident for any period during which any assessment against his property remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. In addition, the corporation shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this instrument. In the event of non-payment of any assessment as set forth herein, the corporation may bring an action at law against the owner(s) personally obligated to pay same or foreclose a lien against the property in the same manner that a real estate mortgage is foreclosed and interests, costs and attorneys fees shall be added to the amount of such assessment. The lien of the corporation against the property must be established by, and shall be effective from the time of filing of a Notice of Lis Pendens in the Office of the Clerk of Court of Greenville County. Failure by the corporation, or any owner, to enforce any covenant or lien herein contained shall in no event be deemed a waiver of its right to do so.

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10. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage, lien of laborers, contractors or material men furnishing labor and materials in connection with the construction of improvements located on said property, unless prior to the filing thereof Notice of Lis Pendens has been filed by the corporation for foreclosure due to nonpayment of its assessment. Sale or transfer of any residence shall not affect the assessment lien, however, the sale or transfer of any lot pursuant to foreclosure of a mortgage or materialmen's or mechanic's lien, or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer, unless prior to commencement of said action a Notice of Lis Pendens has been filed by the corporation as set forth above. Nothing herein shall affect the right of the corporation to enforce the collection of any charges that shall become payable after the acquisition of title by a subsequent bona fide purchaser for value.

ARTICLE IV.

MISCELLANEOUS

1. The covenants herein contained are to run with the land and shall be binding on all persons claiming under them until the 31st day of December, 2005, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the majority of the then owners of the lots, it is agreed to change said covenants and building restrictions in whole or in part.

2. If the undersigned, or their successors, heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one or more of these covenants by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this

12th day of September, 1980.

In the presence of:

Michael W. Grayson, Jr.
Alfred D. Smith

TRENDSSETTER DEVELOPMENT COMPANY, INC. (SEAL)

BY *John C. Patton, President*

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE) PROBATE

PERSONALLY appeared before me Alexia D. Smith

who first being duly sworn, deposes and says that (s)he saw the within named Trendsetter Development Company, Inc., a South Carolina corporation, by its duly authorized officer shown above, sign, seal and as its act and deed deliver the within Declaration of Covenants, Conditions and Restrictions for Sugar Creek Villas Condominium and Patio Homes and that (s)he with Patrick H. Grayson, Jr., witnessed the execution thereof.

SWORN to before me this 12th
day of September, 1980.

Alexia D. Smith

Patrick H. Grayson, Jr. (L.S.)
Notary Public for South Carolina
My Commission Expires: 10-15-89

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