

**SUGAR RIDGE COMMONS at APPLEWOOD**

**DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF SUGAR RIDGE COMMONS at APPLEWOOD**

**CCRs**

**Approved by the Association on: December 15, 2020**

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STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

**DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
OF SUGAR RIDGE COMMONS at  
APPLEWOOD**

**THIS DECLARATION** is made this 15<sup>th</sup> day of December, 2020, by the Sugar Ridge Commons at Applewood HOA Board of Directors having been assigned the governing responsibility for the Development from the original Developer, Applewood, LLC by the second Amendment to the Original Declaration of Protective Covenants, Conditions, Restrictions, and Easements of Sugar Ridge Commons and recorded January 21, 2010 in Deed Book 95K, page 178, as well as by deeds dated August 19, 2014 and July 14, 2010 recorded in Deed Book 107, page 381 and Deed Book 96J, page 252, respectively.

**Article I: NAME AND LOCATION**

**SUGAR RIDGE COMMONS at APPLEWOOD** is located off of Sugar Ridge Rd. in Spartanburg County, South Carolina and more particularly shown and described upon plat entitled Sugar Ridge Commons, Phase I and Prepared by Gramling Brothers Surveying Inc. dated February 19, 2002 and recorded in Plat Book 152, page 243, and plat of Sugar Ridge Commons Phase II, dated July 22, 2002 by Marion R. Gramling, Jr. and recorded in Plat Book 153, page 582, ROD Office, Spartanburg County, South Carolina; as well as subsequent minor revisions of these maps that are also recorded in ROD Office, Spartanburg County, South Carolina.

**WHEREAS**, Sugar Ridge Commons at Applewood, is a residential community and the Declarant, **{SUGAR RIDGE COMMONS at APPLEWOOD BOARD OF DIRECTORS.}** desires to provide for the preservation of values and amenities of said community, to maintain the natural beauty of the real property and for the maintenance of common facilities and, to these ends, desires to subject all of the real property in Sugar Ridge Commons as shown on the above plats to the within Protective Covenants, Conditions, Restrictions, and Easements, charges and liens (herein referred to as Covenants and/or Restrictions) for the benefit of each and every owner in Sugar Ridge Commons.

**NOW THEREFORE**, The Declarant hereby declares that all of the property included in the subdivision known as Sugar Ridge Commons shall be held, sold and conveyed subject to the following restrictive covenants and conditions, which are imposed against the property described for the purpose of protecting the value and desirability of the property and accomplishing the systematic and uniform development of the property into a subdivision; that covenants, conditions, easements, and restrictions set forth shall run with the real property described and shall be binding upon all parties having any right, title or interest in or to the subject property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof until December 31,2033, at which time the Covenants, Conditions, Easements and Restrictions shall be automatically extended for successive periods of ten (10) years each, unless, by a vote of two thirds of the then owners of the lots which the property shall have been developed, the within covenants, conditions, easements, and restrictions are changed or amended in whole or In part. In the event of such vote, the vote shall be cast by the legal title owner of each individual lot, provided further, that each lot shall have only one vote in the event that legal title thereto is held jointly or otherwise by more than one (1) person.

### **Article II: DEFINITIONS**

**DEFINITION:** The following words when used herein (unless the context shall require a different meaning) shall have the following meanings;

- A. **“Subdivision”** shall mean and refer to all the lots and property shown upon plats of “Sugar Ridge Commons” referred to above and upon any subsequent plat prepared for the Development, recorded in the ROD Office of Spartanburg County and reference to any amendment or modification to this instrument.
- B. **“Common Properties”** shall mean and be referred to as all lands not plated as lots now or in the future and or public rights of way to be maintained as a landscaped area within Sugar Ridge Commons, together with all street lights, sprinkler systems, street signs, entrance signs, landscaping and water meters located within such area.
- C. **“Lot”** shall mean and refer to any numbered partial of land shown upon the above-referenced plats of Sugar Ridge Commons prepared for the developer, recorded in the ROD office of Spartanburg County and referenced in this instrument or any amendment or notification thereto.
- D. **“Owner”** shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot situated within Sugar Ridge Commons, but notwithstanding any applicable theory of mortgage law, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding or deed in lieu of foreclosure.

### **Article III: HOMEOWNERS ASSOCIATION AND VOTING RIGHTS**

Sugar Ridge Commons Homeowners Association was established for the purpose of enforcing the within covenants. Assessments to support the Association may be imposed upon the lot owners by vote of its members. Members shall be all those Owners defined in Article II sub. Section (D). Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Article I. When more than one person holds such interest in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

### **Article IV: PURPOSE, (RESIDENTIAL USE ONLY)**

**SINGLE FAMILY RESIDENTIAL USE.** No lot shall be used except for private, single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two (2) stories in height and a private attached garage.

### **Article V: NEW BUILDING OR MODIFICATION REQUIREMENTS**

**The Architectural Review Committee will be the primary contact for things found in Article V. The Architectural Review Committee (ARC) shall be authorized by these CCR's. The ARC members shall be appointed by the President of the Homeowners Association. The ARC shall be responsible for the review, approval, or disapproval of all new construction and/or modifications to existing property within the association. Any decision of the ARC may be appealed to the Board of Directors within thirty (30) days of the date of the disapproval request. The decision of the Board of Directors is final. The ARC Chairman will keep proper records and will send copies to the President who will always be aware of the ARC work and progress. When applicable, the ARC will send copies of said records to the Secretary. Property owners and/or builders shall be presented with a copy of the SRC Construction Checklist by the ARC, with proper instructions and explanations.**

**The Property owners and/or builders shall submit plans for any new construction or modifications to the structure of existing homes, to the Architectural Review Committee (ARC) Prior to the commencement of any construction.**

**A. BUILDING SETBACK LINES:** No building or portion of a building, including stoops, verandas, steps and porches shall be located on a lot nearer the front property line or nearer the side street property line of the lot than the setback line(s) shown for such lot on the plat of Sugar Ridge Commons referred to in the deed of such lot, but in no case nearer than twenty (20) feet from the front or rear property line, and not nearer than five (5) feet to any side lot property line.

## **Article V: NEW BUILDING OR MODIFICATION REQUIREMENTS**

**(Continued)**

**B. NO LOT SHALL BE FURTHER SUBDIVIDED OR OTHERWISE HAVE ITS BOUNDRIES ALTERED WITHOUT FIRST OBTAINING WRITTEN PERMISSION OF THE ARCHITECTURAL REVIEW COMMITTEE HEREUNDER.**

Further, the use of more than one (1) building lot as a single residential building site shall not be prohibited, but shall be subject to prior approval by the Architectural Review Committee. No building shall be erected on any lot neither nearer to the front or back lot line nor nearer to the side lot lines than the building setback lines shown on the recorded plat referenced above. In the absence of plat setbacks, setbacks shall be twenty (20) feet from the front or rear property line, and not nearer than five (5) feet to any side lot property line, except lots with adjacent streets in which case sideline setbacks shall be ten (10) feet. Any such building shall face toward the front line of the lot except buildings to be constructed on corner lots, which shall face in the direction designated by the Architectural Review Committee. No building shall be located nearer to any interior side lot line than the distance as determined and directed by applicable building/zoning codes and ordinances or as stated herein or on any recorded plat, whichever distance may be greatest.

**C. APPROVAL OF BUILDING PLANS:** No building or structure, whether it is the dwelling house or garage shall be erected, placed or altered on any lot until the building plans, elevations, location, specifications have been approved **in writing by the Architectural Review Committee and Board of Directors.** If such shall not be approved or disapproved within two (2) weeks after being submitted, then such approval shall not be required, provided, however, the design and location of the proposed construction shall conform to the specific building requirements stated herein and otherwise be in harmony with the existing structures in the subdivision. **Disapproval of plans, elevations, location or specifications may be based purely upon aesthetic reasons, (building must be complimentary to existing buildings), in the discretion of the Architectural Review Committee and Board of Directors.**

**D. ELEVATION:** The front elevation of the dwelling foundation must be a minimum of six (6) inches above the finished grade of the front yard.

**E. MINIMUM HEATED AREA:** No dwelling shall be erected on any lot having less than two (2) bathrooms and no less than One Thousand Two Hundred Fifty (1250) square feet of heated floor area, provided that the plans include a garage. If the dwelling has a second floor, the first floor must have no less than eight hundred (800) square feet of heated floor area and the second floor shall have a minimum of seven hundred (700) square feet of heated floor area. The floor area required by this article referring to the second floor shall not include basements, porches, verandas, breezeways, terraces or garages. **Note: The front room over the garage, often referred to as (FROG room), is not considered a second floor.**

## **Article V: NEW BUILDING OR MODIFICATION REQUIREMENTS**

### **(Continued)**

**F. PROHIBITED BUILDING MATERIALS:** Concrete Blocks, cement bricks or concrete walls shall not be used in the construction of any building or garage unless the exterior of same is faced with brick approved by the Architectural Review Committee. All building materials, including brick must be approved in advance by the Architectural Review Committee.

**1.** All fireplace chimneys shall be of solid masonry or must incorporate brick veneered chases if prefabricated fireplace and metal flue pipe are used, Spark arresters shall be concealed behind black galvanized skirts.

**2.** No modular or prefabricated homes shall be allowed.

**3.** All garages shall be equipped with a door and automatic door openers.

**4.** All dwellings must be at least 80% Brick on the exterior and all Brick must be uniform and approved by the Architectural Review Committee. All remaining materials must also be approved by the Architectural Review Committee.

**5.** The minimum roof pitch shall be no less than 8/12 pitch on the main section of the structure, and shall be covered with Architectural shingles. The roof shingles shall be Owens Corning Oakridge AR, color Onyx Black, "If supplier ceases production of this particular shingle, then the ARC will approve a substitute shingle." Absolutely no Substitutes will be accepted unless approved by the Architectural Review Committee.

**6. All utilities must be installed underground.**

**G. REQUIREMENTS FOR DRIVEWAYS:** All driveways shall be constructed of concrete and shall be maintained by the owner of a lot in a good state of repair and suitable appearance. Where driveways from a lot intersect with the public street, said driveway will abut the existing "rolled" curb, thereby keeping the "rolled" curb intact and undamaged. If during construction or otherwise, the sidewalk, curb, or pavement adjacent to the construction site is broken, removed or otherwise damaged, the owner of the lot upon which the construction or work is being done shall bear the cost of replacing or repairing such damage to the satisfaction of the Architectural Review Committee.

**H. COMPLETION OF IMPROVEMENTS:** All houses and other structures related thereto must be completed within one (1) year after the commencement of construction, except where such completion is impossible due to strikes, fires, national emergency or other natural calamity. Lots shall be maintained in a neat and attractive manner after lots are sold and until improvements have been completed.

**Article V: NEW BUILDING OR MODIFICATION REQUIREMENTS**  
**(Continued)**

**I. LANDSCAPING:** The front elevation of the dwelling foundation must be a minimum of six (6) inches above the finished grade of the front yard. All lots shall be professionally landscaped and all landscape plans shall be approved by the Architectural Review Committee, including original and any changes in landscaping plans. The completion of improvements upon a lot shall include the professional landscaping of the yard, including the sodding of the yard and the planting of shrubs and/or decorative plants or bushes along the front elevation of the dwelling. The owner of any lot shall maintain the sidewalk placed upon the lots, and shall prevent the same from being damaged during construction of the dwelling. All yards, front, back and side shall have a sprinkler system and will be sodded with Bermuda grass. "All landscape plans must allow adequate space for ingress and egress to back yards for lawn maintenance crews." No Owner may cut or clear a tree of a diameter of more than four (4) inches from his or her Lot without first obtaining written approval of the Architectural Review Committee.

**ARCHITECTURAL REVIEW COMMITTEE AND BOARD OF DIRECTORS**  
**DISCLAIMER.** All owners shall be responsible for determining the suitability of a lot for residential construction. Furthermore, the owner assumes all liability and responsibilities associated with the lot and construction.

**ARTICLE VI: GENERAL RULES AND STIPULATIONS**

- A. TRAILERS AND MOBILE HOMES PROHIBITED:** Trailers and mobile homes are absolutely prohibited. Furthermore, no residence or building may be moved from another location and placed or allowed to remain on any lot.
- B. GENERAL EASEMENTS:** Sugar Ridge Commons Board of Directors reserves an easement of five (5) feet inside each side and ten (10) feet on the front and rear of each lot for the installation, maintenance and repair of utilities, sewer lines, and/or storm drainage facilities. Furthermore, certain lots shall be subject to additional easement for drainage purposes as will be shown upon a duly recorded plat of Sugar Ridge Commons. All utility service lines, including cable television, telephone, and gas, electric or other utility, from existing streets shall be installed underground to any dwelling or other structure upon a lot.
- C. SEWAGE:** All sewage shall be disposed of through the sanitary sewer collection lines located within the subdivision and owned by the Spartanburg Sanitary Sewer District, and all connections to such lines shall be made only with the written approval of the Spartanburg Sanitary Sewer District in accordance with its rules and regulations.



**ARTICLE VI: GENERAL RULES AND STIPULATIONS.**

**(Continued)**

**D. FENCING:** No fencing shall be installed until approved by the Architectural Review Committee in writing. The fencing policy is as follows: The Architectural Review Committee /Grounds Committee discourage the use of fences for screening. Property owners are urged to use plant material to achieve desired levels of privacy, rather than fence segments.

**The purpose of the fence policy is to:** Protect the architectural integrity of the community. Provide practical directions to the homeowner in planning a fence. To eliminate the type of fences that may be potentially hazardous or aesthetically displeasing.

**FENCE APPLICATION PROCESS:** A modification request form must be submitted to the ARC. This form is available @ [www.srchoa.org](http://www.srchoa.org) .

**INSTALLATION:** The owner shall be fully liable for any and all damage resulting from the erection of a fence or other improvements. This includes any underground utility lines.

**FENCING REQUIREMENTS:** No fence shall exceed five (5) feet in height.

Open style fences are required, wooden fences shall be constructed of shadow box design.

Chain-link and wire fencing are prohibited.

Double fencing shall be prohibited (no back to back fences where intermediate space cannot be maintained.)

Fencing shall be permitted only from the rear of the residence to the rear of the lot.

All fences shall have a gate of similar design and color of the fence, to provide maintenance access to the rear of the residence. (The gate must be at least 54" wide to accommodate the lawn tractors.)

Acceptable fencing materials are wrought-iron, aluminum, and wood.

Wooden fences shall be constructed of shadow box design.

When plant material is to be used for fencing the height of such shall not exceed five (5) feet above grade level. This style of fencing shall be trimmed to maintain a pleasing appearance at all times.

The type of plant material shall be approved by the Sugar Ridge Commons, Architectural Review Committee and Grounds Committee prior to the installation of plants.

All fencing shall be maintained in good condition at all times. Required fencing colors are black for wrought-iron and aluminum. Wooden fences will be treated with solid stain using, Olympic-color "Russet", Cabot-color "Oak Brown, or Valspar-color "October Brown". (Or suitable color that matches these colors). **(NATURAL FINISH, "UNTREATED", WILL NOT BE ALLOWED). Re-application of the recommended finish to wooden fences shall occur when necessary, in order to keep fence in good repair and appearance. Broken or warped boards shall be replaced with replacement boards and stained to match existing fencing.**

## **ARTICLE VI: GENERAL RULES AND STIPULATIONS. (Continued)**

- E. BUSINESS ACTIVITIES PROHIBITED:** No commercial operations, business operations, manufacture or production shall be permitted upon any lot. The selling, showing or marketing from a lot of any kind of goods, products or apparel is expressly prohibited. The provisions of this item shall not be construed to prohibit the making of handcrafted items for occasional off premises sale. Estate sales excepted, with the approval of the Board of Directors.
- F. NUISANCES AND OFFENSIVE ACTIVITIES:** No nuisance or other noxious, offensive, unsightly or unsanitary condition shall be conducted or allowed to exist on any lot or adjoining street or streets. No burning shall be allowed on any lot unless supervised by a builder or Board of Directors.
- G. No inoperable motor vehicle:** No wrecked vehicle or motor vehicle not currently licensed shall be parked in the street right-of-way or be kept on any lot in the subdivision unless stored in an enclosed garage.
- H. No street parking shall be allowed on a regular basis:** Also no buses, trailers, travel trailers, or trucks, other than pick-up trucks, but not to exceed three-quarter (3/4) ton in size, shall be parked on a lot or in the street right-of-way, except for loading or unloading. Furthermore, no community road or right of way shall be used for the operation of any non-licensed motorized vehicle such as motorcycles, mini-bikes, go-carts, golf-carts, four wheelers or similar vehicles.
- I. PORTABLE OR METAL BUILDINGS ARE PROHIBITED:** Portable buildings, metal storage buildings or other similar off-site constructed storage buildings are prohibited and cannot be placed on any lot under any circumstances.
- J. SWING SETS:** Swing sets, sandboxes, gym sets and any such similar devices or structures primarily for children's use and enjoyment must be located on the rear portion of a lot. The Board of Directors recommends contacting the Architectural Review Committee for further help in locating such devices.
- K. NO TEMPORARY RESIDENCES:** No garage or hobby-type/storage building shall be used at any time as a residence, either temporary or permanently, nor shall any structure of a temporary type be used as a residence.

## **ARTICLE VI: GENERAL RULES AND STIPULATIONS. (Continued)**

**L. ANIMALS:** No domestic fowl, cows, hogs, mules, horses, wild animals or any other farm-type animals shall be kept on any lot at any time, provided however, household pets, such as cats and dogs, may be kept on a lot, provided such pets shall not exceed two (2) in number total, and provided further that the owner thereof shall be responsible for the control and conduct of such household pets so that they are not an annoyance, hindrance or nuisance to their neighbors. Pets shall be supervised by owners at all times, so as not to disturb or be an annoyance to the neighbors. Pet owners must clean-up after their pets and must not allow trespassing on other's property. Failure to clean-up after your pet or allowing your pet on any privately owned property will be considered a nuisance. (This includes Mail boxes, shrubs, etc.) Outdoor pets may be kept in a building, the design, building materials, location and color of which shall be approved by the Architectural Review Committee and shall in no case be larger than three feet (3') by three feet (3') by three feet (3'). All pets must be on leash at all times when not on the owners property. Pets not on a leash but on the owners' property must be in a fence or in full control and view of the owner at all times. No dog runs will be allowed. Our community honors the Spartanburg County Leash Law and all other County Laws pertaining to pets. In addition, the HOA may also issue penalties/fines for violations of the community rules.

**M. TRASH RECEPTACLES:** All receptacles for trash or garbage must be kept within a fenced or enclosed area and hidden from public view and the view from adjoining property.

**N. CLOTHESLINES:** All clotheslines are specifically prohibited.

**O. PARKING OF BOATS AND RECREATIONAL VEHICLES:** No camping trailer, boat, boat trailer or similar recreational vehicle, or related equipment shall be permitted to stand on any lot. "Such vehicles may be temporarily parked in the driveway of the property for loading/unloading, but **NOT TO EXCEED 48 HOURS IN ANY 10 DAY PERIODS.**" (Exceptions may be approved by the Board of Directors, regarding unusual circumstances.)

**P. SCREENING OF YARD EQUIPEMENT:** Lawn mowers and other lawn maintenance equipment shall be kept in a screened or an enclosed area so as to not be visible from any street or adjoining property.

**Q. TELEVISION ANTENNAS AND FLAG POLES:** No roof-mounted or chimney-mounted television antenna is permissible. No other type of antenna, satellite dish or similar device for the transmission or reception of signals of any kind shall be erected or allowed to remain on any lot unless approved by the Architectural Review Committee. If available, the new Direct Broadcasting Satellite (DBS) television system or equivalent technology or system will be allowed, as long as the system is approved by the Architectural Review Committee. No flag pole may be erected or placed on any lot.

## **ARTICLE VI: GENERAL RULES AND STIPULATIONS. (Continued)**

- R. COVENANT OF GOOD APPEARANCE AND REPAIR:** Each lot owner shall maintain the lot and the exterior of all improvements in neat appearance and good repair in order to assure that no condition exists which would diminish the appearance of the property. Every owner of a vacant or unimproved lot shall keep such lot free of debris and unsightly underbrush, weeds or other unsightly vegetation. In the event that an owner fails to maintain a lot in a good state of repair and appearance, Sugar Ridge Commons Homeowners Association, or their agents or employees, shall have the right to maintain same and charge the cost thereof to the owner, but no work will be done without due and proper notice to the owner and an allowance of at least thirty (30) days of billing, same may be collected in the same manner and under the same terms as Assessments set forth in Article VIII.
- S. Swimming pools:** No above ground swimming pool shall be permitted. In-ground swimming pools shall be constructed or placed on any lot only with the written approval of the Architectural Review Committee, who shall have the authority to set requirements as to size, location, fencing, screening and landscaping relative to the location of any in-ground Swimming pool.
- T. SIGNS:** No signboards or other signs of any kind shall be displayed on any lot except a single "For Sale" and builder's sign, unless approved by the Architectural Review Committee. No sign shall be more than thirty inches (30") by thirty inches (30") in size. The space designated as "Common Property" shall be exempt from this provision in that the subdivision identification sign is located thereon.
- U. MAINTENANCE OF STREET RIGHT-OF-WAY:** The owner of a lot shall be responsible for the planting and maintaining of the area from the property line to the edge of the pavement or curb of the street or streets upon which said lot abuts.
- V. FUEL TANKS:** All fuel tanks or containers shall be buried underground, or enclosed in a structure, in a manner consistent with normal safety precautions and in accordance with the rules and regulations of appropriate governing bodies or agencies or the South Carolina Department of Health and Environmental Control, whichever the case may be. Any structure to be constructed for this purpose must be of acceptable appearance and approved by the Architectural Review Committee in accordance with its building approval procedure as above set forth.
- W. FIRE WORKS:** Shooting of fireworks of any kind, and the storage thereof, are strictly prohibited.

## **ARTICLE VI: GENERAL RULES AND STIPULATIONS. (Continued)**

- X. MAIL RECEPTACLES:** All mail boxes or other mail receptacles and their supporting structure, including type, location and height thereof, shall conform to the Communities' uniform requirements. After installation, each owner has the responsibility of keeping same in good repair and appearance.

## **ARTICLE VII: PROPERTY RIGHTS IN THE COMMON PROPERTIES**

- A. Title to Common Properties:** The title to all common properties are in the Sugar Ridge Commons Association's name. These properties are managed by the Board of Directors.
- B. Restrictions on Common AREAS:** The parcels of real property included as part of the Common Properties, are to be maintained solely as landscaped and/or beautification areas or for identification signs for Sugar Ridge Commons. No other use or improvements are to be made to said property without the express permission of the Board of Directors and the Board of Directors expressly reserves easement rights upon these parcels for the installation of underground utilities, landscaping or maintenance.
- C. RIGHT TO USE LAKE, GAZEBO AND SWIMMING POOL:** Notwithstanding the Covenants herein contained, the Homeowners of Sugar Ridge Commons shall have the right to use the lake, gazebo and swimming pool in the common area provided such use shall not result in an annoyance or nuisance to the neighborhood. Children must at all times be supervised by their parents or guardians: Such shall be on a first come basis. The Homeowners Association shall establish rules for its use. Failure to abide by the Association rules may result in suspension of privileges.
- D. USE OF THE COMMUNITY SWIMMING POOL:** This pool is for the exclusive use of the home owners/lot owners and their guest. The pool rules are established by the Board of Directors for the safety, health and welfare of the community. Every owner is obligated to follow these rules and insure that their guest also adhere to the rules. The following penalties will be imposed for violation of pool rules. **(1<sup>st</sup> Offense: A letter will be sent to the responsible owner stating the rule which has been violated. The letter will also state that further violations will lead to the loss of pool privileges.) (2<sup>nd</sup> Offense: Loss of pool privileges for the remainder of the season.) A letter will be sent to the responsible owner stating this fact and requiring them to turn in their pool pass. Pass to be reissued at the start of the next pool season. (3<sup>rd</sup> Offense: Permanent loss of pool privileges). Anyone found at the pool that has lost their privileges will be charged with trespassing.**
- E. STREET LIGHTS:** The community street lights are for safety and convenience and maintained by the Home Owners Association.

## **ARTICLE VIII: COVENANT FOR MAINTENANCE ASSESSMENTS.**

**A. Creation of Lien and Personal Obligation of Assessments:** The Owner of each lot owned within Sugar Ridge Commons hereby covenants and each owner of any lot by acceptance of a deed or other conveyance, (whether or not it shall be so expressed in any such deed or other conveyance), shall be deemed to covenant and agree to pay to the Association: Annual or monthly assessments, charges or dues. Due date (Annually =Jan. 01 of current yr.) (Monthly, 1<sup>st</sup> day of current month.) **Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.**

**B. FINE:** In the event of any violation of any provision of this Declaration or By-Laws or Rules of the Association with respect to any Lot or Lot Owner, which violation continues after reasonable notice thereof to the Owner of such lot and opportunity to cure, all as determined by the Board of Directors in its reasonable discretion, the Board of Directors may fine such Owner in an amount not to exceed the then current annual per-lot assessment for each violation, and the amount of such fine shall be added to and become a part of the annual assessment to which the Lot is subject. The Board of Directors in its discretion may impose additional fines with respect to any violation that continues into one or more subsequent years.

**C. Purpose for Assessments:** The assessments levied by the Association shall be used exclusively for the purpose of promoting the Health, Safety and Welfare of the lot owners in Sugar Ridge Commons and in particular shall be used for the payment of cost and expenses, including but not limited to the following:

- 1.** Expenses for the maintenance, upkeep and improvements of the common properties.
- 2.** Payment for services in connection with the maintenance, upkeep and improvements to the Common Properties; including, utilities, taxes, water usage and other related reasonable and necessary expenses, including expenses for yard maintenance of each finished dwelling.
- 3.** Maintenance and upkeep, repair and/or replacement of the sprinkler system within the Common properties.
- 4.** For the payment of services for any street lighting undertaken and accepted by the Association.

## ARTICLE VIII: COVENANT FOR MAINTENANCE ASSESSMENTS.

### (Continued)

5. For the payment of expenses related to the upkeep, maintenance and replacement of signs within Sugar Ridge Commons, identifying the subdivision, containing street names or other safety signs, if any.
6. For any other purpose, cost or expense reasonably related to the performance of any duty or responsibility of the Association as determined by the Board of Directors of said Association in accordance with the By-Laws and these restrictions.
7. Maintenance of yard within the subdivision including grass cutting as needed.

**D. Bases and Maximum of Annual Assessments:** The Homeowners Association (Board of Directors), establishes the proposed dues each year and the community votes on the proposal. A vote as described herein will be taken at, ITS ANNUAL MEETING OF LOT OWNERS.

**E. Date of Commencement of Annual Assessments; Due Dates:** The Annual Assessments provided for herein shall commence on January 1<sup>st</sup> of each year. These assessments can however be divided by twelve (12) months and payable by the 1<sup>st</sup> day of the current month. The due date of any special assessment authorized under ARTICLE VIII. Hereof shall be fixed in the resolution authorizing such assessment.

**F. 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 date when due (being the date specified in Article VIII above), then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as herein after 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 will bear interest from the delinquency date at the rate of one and one-half percent (1.5%) (Per month) ANNUAL PERCENTAGE RATE – 18%), from the delinquency date or a minimum charge of five dollars, (\$5.00), per month, whichever may be greater.** The Homeowners Association will 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 cost of the action.

**ARTICLE VIII: COVENANT FOR MAINTENANCE ASSESSMENTS.**  
**(Continued)**

**G. Lien of Assessments is Subordinate to Recorded Mortgage:** 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 the mortgage foreclosure or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments which become 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.

**H. Change in Basis and Maximum of Annual AND Special Assessments.** The Association may change the maximum and basis of the assessments fixed by **ARTICLE VIII Sub. Section A,** hereof prospectively for any such period provided that any such change shall have the assent of Fifty-Two percent (52%) of votes of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

**ARTICLE IX: EFFECT OF COVENANTS AND ENFORCEMENT.**

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

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 Sugar Ridge Commons is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument;

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 Sugar Ridge Commons and all other owners, their respective heirs, successors, and assigns, Shall be deemed a real covenant "Legal contract", by Sugar Ridge Commons for itself, its successors and assigns and also an equitable servitude, running in each case, both as to burdens and benefits with and upon the title to each lot within Sugar Ridge Commons.

Shall be deemed a covenant "Legal contract", obligation and restriction secured by a lien, with respect to any such lot shall be deemed a lien in favor of the Association.



## **ARTICLE IX: EFFECT OF COVENANTS AND ENFORCEMENT.**

### **(Continued)**

- B.** **Homeowners Association** reserves the right to proceed against any party in violation of these covenants and to compel a compliance to the terms hereof and to prevent the violation or breach in any event.
- C.** **Against Whom May the Covenants be Enforced:** The obligation and benefits prescribed by this instrument shall run with the property and shall be enforceable against the owner, his heirs, successors and assigns, or any other person whose activities bear a relation to the property, including guest and tenants when the aforesaid persons or entities engage in activities (including omissions and failures to act) which constitute violations or attempts to violate, contravene or circumvent the terms hereof.
- D.** **Enforcement Remedies.** In addition to other enforcement rights mentioned herein, in the event that any structure is erected, constructed, reconstructed, altered, repaired, converted or maintained, or any structure or land use is in violation of these covenants, **The Sugar Ridge Commons Home Owners Association** or any owner may institute appropriate legal proceedings or actions at law or in equity, including, but not limited to, actions: (1) to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use; (2) to restrain, correct or abate such violation, or breach of these covenants; (3) to prevent the occupancy of any dwelling or land; (4) to prevent any act, conduct business or use which is in breach of these covenants; or (5) to compel any affirmative act which, pursuant to these covenants, shall be performed. Any action in equity hereunder for the enforcement hereof shall not be barred on the grounds that there may also exist an adequate remedy at law. The prevailing party in any action to enforce these restrictions shall also be entitled to reasonable attorney fees against the other party.

## **ARTICLE X: RESTRICTIONS ON RENTAL UNITS**

**A. A Rental or lease option can only be approved by the Board of Directors, and will only be considered under hardship situations on the part of the owner.** No portion of any lot within the Association may be leased or rented for any period of time to a **Third Party**. Any owner engaged in leasing activity must, upon sale or conveyance of said property, notify any potential buyer or person taking title that no lot within the Association may be leased at any time to a Third Party. For the purpose of this provision, "Third Party" shall be defined as any person who is not an Owner as that term is defined in the Declaration. The Owner shall also submit a "tenant registration form" to the Association for existing tenant/lease, in a form prepared for the Association by the Board of Directors. The Association may charge a reasonable review and processing fee concerning the above. Additionally, any Owner currently engaging in leasing activity must submit to the Association a security deposit in an amount to be determined by the Board of Directors (the Security Deposit). The security deposit shall be debited should any tenant of the Owner or the Owner fail to abide by the provisions of this Declaration. Additionally, if an Owner fails to provide the "tenant registration form" to the Association as outlined above, the Association may impose reasonable monetary penalties as determined by the Board of Directors, in addition to other remedies available under the Declaration and South Carolina law. Should it become necessary, the Association may also suspend an Owner's ability to Lease his property for a period of twelve (12) months. This rental restriction provision takes precedence over any inconsistent language in the Declaration or By-Laws or rules of the association. No Owner may lease a Lot/House for fewer than or greater than twelve (12) months. Lot owners may apply for a hearing before the Board of Directors for temporary or special variances to this rental restriction provision in case of a hardship. Permission to lease a Lot for any period of time will be granted at the sole discretion of the Board of Directors.

## **ARTICLE XI: FORECLOSURE PROCEDURES**

**SOUTH CAROLINA LAW:** South Carolina law allows Homeowners associations (HOA) to initiate foreclosure procedures against property owners who have failed to pay assessments and/or fines established by the HOA. This procedure cannot be initiated if the property owner has filed for bankruptcy or the property has already been foreclosed on by a mortgage company or bank. If and when the mortgage foreclosure is lifted or the property owner comes out of bankruptcy, the HOA may proceed with foreclosure procedure.

The Sugar Ridge Commons HOA will initiate a foreclosure procedure against any and all property owners who have accumulated a debt in excess of Four Hundred Dollars (\$400.00) or who have demonstrated through their actions that they are unwilling to settle an existing debt. The homeowner in foreclosure will also be responsible for all fees, legal and otherwise, associated with the foreclosure including any cost to the HOA. This action will take place only after due process on the part of the HOA.

### **Due procedures:**

**Initial letter:**

**Letter is sent out 30 days after account becomes delinquent.**

**15 Day Demand Letter:**

**Letter is sent out 15 days after initial letter.**

**15 Day Demand Letter:**

**Letter is sent 15 Days after 1<sup>st</sup> Demand Letter.**

**Sent to Attorney:**

**No response or actions, account is turned over to attorney(s) for liens and foreclosure notices being filed.**

## ARTICLE XII: MISCELLANEOUS

- A. NO WAIVER.** Failure to enforce any provision or provisions of this instrument for any Period of time by The Association or any owner shall not be deemed a waiver or estoppel of the right to enforce same at any time thereafter.
- B. Authority.** The Board of Directors shall have sole authority to make all decisions concerning the Association. The President shall be the Principal Executive Officer of the Association and shall in general supervise and control all of the business and affairs of the Association.
- C. CAPTIONS.** The captions and headlines in this instrument are for convenience only and shall not be considered as controlling in construing the provisions hereof.
- D. BOARD AUTHORIZATION.** All actions of the Association shall be authorized actions if approved by the **Board of Directors of the Association** in accordance with the By-Laws, unless the terms of this instrument provide otherwise.
- E. GENDER, TENSE, NUMBER AND APPLICABILITY OF DEFINITIONS.** **When necessary for proper construction, the masculine form of any word used herein shall include the feminine or neuter gender, and the singular, the plural and vice versa, and words used in the present tense shall include the future tense.**
- F. SAVINGS CLAUSE.** If any provision or provisions of this instrument are found to be ineffective or unenforceable for any reason in the final judgment of any court having jurisdiction of the subject matter hereof, the remaining provisions hereof shall remain fully enforceable and binding upon the owners, their respective heirs, successors or assigns.
- G. EXISTING WAIVERS.** In some cases the Developer and/or Board of Directors has made special concessions to the previous Covenants, Conditions, and Restrictions (CCRs,) to accommodate certain situations during the development period.

These accommodations include a waiver for a brick storage building, located on (lot # 106), and a fence, located on lot # 43. Also, there are some lot plat changes allowed by the Developer and/or Board of Directors. In all cases, the owner has proper documentation by signed letter or Deed preparation to prove his waiver.

These CCRs dated in the year of 2020 will continue to honor these exclusions, but in the case of fences, when necessary repair or replacement is needed, the new CCRs will apply. This includes staining of the wooden fences.

With the ratification of these CCRs dated in the year of 2020 and voted on by the Home Owners Association, (Home owners and/or lot owners), there will be no waivers approved or accepted from said date forward.

## **ARTICLE XII: MISCELLANEOUS (Continued)**

**These Protective Covenants and Conditions and any By-Laws approved by the Homeowners Association shall be binding upon all lot owners in this subdivision. The Homeowners Association shall have the right to assess maintenance fees and improvement charges against lots and to create liens for the collection thereof and each owner, by the acceptance of a deed therefore, whether expressly written in the deed, shall be bound to pay such assessments and charges to the association.**

**THE ASSOCIATION, BOARD OF DIRECTORS, OFFICERS OR MEMBERS, AGENTS, OR EMPLOYEES SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OCCASIONED BY ANY NON-NEGLIGENT ACT OR OMISSION IN THE INSPECTION, REPAIR OR MAINTENANCE OF ANY SITE, IMPROVEMENTS OR PORTION THEREOF.**

### **THE BOARD OF DIRECTORS DISCLAIMER.**

**THE ASSOCIATION, BOARD OF DIRECTORS, OFFICERS OR MEMBERS, CONSULTANTS AND EMPLOYEES AND THEIR AGENTS, SUCCESSORS AND ASIGNS HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, OF GOOD WORKMANSHIP, DESIGN, HABITABILITY, QUALITY, FITNESS FOR ANY PARTICULAR POPURSE OR MERCHANTAILITY OR ANY REPERSENTATION CONCERNING SAME, AND NO WARRANTIES OF ANY KIND SHALL ARISE AS A RESULT OF ANY PLANS, SPECIFICATIONS, STANDARDS OR APPROVALS MADE OR APPROVED BY THE BOARD OF DIRECTORS, OR ITS NOMINEES ON ACCOUNT OF ANY CLAIM, LIABILITY, DAMAGE OR EXPENSE SUFFERED OR INCURRED BY OR TREATENED AGAINST ANY OWNER OR SUCH MATTER OR ANY REVIEW, ACCEPTANCE, INSPECTION, PERMISSION, CONSENT OR REQUIRED APPROVAL WHICH MUST BE OBTAINED FROM THE BOARD OF DIRECTORS, WHETHER GRANTED OR DENIED. FURTHERMORE, THE BOARD OF DIRECTORS DISCLAIMS SUITABILITY OF A LOT FOR RESIDENTIAL USE.**

IN WITNESS WHEREOF, the Association has by its duly authorized officer set its hand and seal this 7 day of Jan., 2021, (the "Execution Date"), and by doing so acknowledges and affirms that the requirements of Article I and Paragraph 38 (prior document) have been met and exceeded and therefore the provisions contained in this Version of the "Declaration of Restrictive Covenants, Conditions, and Easements" have been duly approved and authorized by the Members of the Association.

WITNESSES:

ASSOCIATION:

Sugar Ridge Commons Homeowners' Association

[Signature]  
(Witness #1)

By: [Signature]  
Print Name: Hugh Crawford  
Its: President

[Signature]  
(Witness #2)

STATE OF SOUTH CAROLINA )  
COUNTY OF Spartanburg )

ACKNOWLEDGEMENT

I, Linda Vaughn McPeters a Notary Public for the State of South Carolina, do hereby certify that SUGAR RIDGE COMMONS HOMEOWNERS' ASSOCIATION, by Hugh Crawford, its President personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Given under my hand and official seal this 7th day of January, 2021

[Signature]  
Notary Public for South Carolina  
My Commission Expires: 10/3/2026

Linda Vaughn McPeters  
NOTARY PUBLIC  
State of South Carolina  
My Commission Expires 10/3/2026