



**Oxford Place Property Owners Association**

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## **Covenants & Restrictions**

STATE OF SOUTH CAROLINA  
FILED FOR RECORD 05/14/2001  
AT 11:33:05AM BOOK 03619 PAGE 00140  
David Hamilton - Clerk of Court  
York County Courthouse  
Instrument Number: 000017653

COUNTY OF YORK

### **DECLARATION OF COVENANTS AND RESTRICTIONS**

#### **FOR OXFORD PLACE**

WTTNESSETH

WHEREAS, THE PENTON GROUP, INC., herein called "Declarant", is the fee simple owner of certain real property located in York County, South Carolina, and desires to establish on a portion thereof a community consisting of residential dwellings to be known as Oxford Place-Section V (hereinafter called "Oxford Place") and further desires that said property be used, developed, maintained and managed for the benefit and welfare of owners of property in Oxford Place.

WHEREAS, Declarant desires to insure the attractiveness of Oxford Place and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of all properties within Oxford Place and to provide for the maintenance and upkeep of all common areas in Oxford Place. To this end the Declarant desires to subject the real property described herein, together with such additions as may hereafter be made thereto, to the covenants, conditions, restrictions, easements, charges and liens hereinafter set-forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant further desires to join with Declarant of Oxford Place-Sections I and II to create an organization to which will be delegated and assigned the powers of owning, maintaining and administering the common area in Oxford Place, administering and enforcing the covenants and restrictions contained herein, and collecting and disbursing the assessments and charges hereinafter created in order to efficiently preserve, protect and enhance the values and amenities in Oxford Place to insure the residents enjoyment of the specific rights, privileges and easements in the common area, and to provide for the maintenance and upkeep of the common area.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares that all of the property shown on said map described on the map of Oxford Place, Section V recorded in Map Book B339, Page 6, York County Public Registry (the "Plat") and that property that hereafter may be made subject to this Declaration of Covenants and Restrictions (hereinafter called the "Restrictions") is and shall be held, transferred, sold, conveyed, occupied and used subject to the restrictions and matters hereinafter set forth, the Restrictions and matters to be construed as covenants running with the land which shall be binding on all parties having or acquiring any right, title or interest in the described property, or any part thereof, and which shall inure to the benefit of each owner thereof, for and during the time hereinafter specified.

### RESTRICTIONS AND REQUIREMENTS

1. No tract shall be occupied or used except for single-family residential purposes. Only one residence is permitted on any tract.
2. Each residential unit shall contain a minimum of 2,000 square feet of heated, enclosed living area, exclusive of patios, porches, garages and basements (finished or unfinished). Each two-story dwelling shall contain a minimum of 1000 square feet of enclosed, heated living area on the first (main entry level) floor. The dwelling must contain an attached garage on the first-floor level sufficient in size for at least two standard sized automobiles with garage doors that do not face upon a subdivision street. Once construction of a residence has commenced, the exterior thereof, including finished siding material, shall be completed within (6) months thereafter.
3. No building shall be constructed nearer than fifteen (15) feet to any side property line nor any nearer than fifty (50) feet to the front property line nor any nearer than thirty (30) feet to the rear property line. The Declarant reserves the right to grant minor variances (up to 10% of the required setback) to the setback lines if in its sole judgment the variance is warranted due to hardships because of special circumstances attributed to the specific tract.
4. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank sewage system constructed by the tract owner and approved by the appropriate governmental authority unless public sewage becomes available to the tract.

5. No modular home, mobile home, house trailer, camper (including recreational vehicles), garage, or the basement of a contemplated permanent dwelling shall be occupied as a residence either on a permanent or temporary basis. All structures constructed or placed on any Tract shall be built of substantially new materials and no used structures shall be placed on any Tract, except a doghouse, swing set or a children's playhouse.

The terms "modular home" and "mobile home" are defined as follows:

Modular Home. A dwelling unit constructed in accordance with the standards set forth in the South Carolina State Building Code for 1 and 2 family dwellings and composed of components substantially assembled in a manufacturing plant and transported to the building site for final assembly, whether on its own chassis or otherwise. The use of roof trusses or floor trusses on an otherwise conventionally constructed dwelling will not render such dwelling a modular home.

Mobile Home. A dwelling unit that: (i) is not constructed in accordance with the standards set forth in the South Carolina State Building Code, and (ii) is composed of one or more components, each of which was substantially assembled in a manufacturing plant and designed to be transported to the home site on its own chassis.

6. At least ninety percent (90%) of the exterior construction material for a residence, excluding roofing materials, doors and windows (and their trim), eaves, soffits and vents, and provided that split faced concrete block may be used for foundations, shall be brick, stone or stucco, or a combination thereof. The remainder of the exterior materials, if any, shall be wood (painted or stained), metal or vinyl. Every auxiliary building shall be constructed onsite and the architectural design and exterior construction materials shall be the same as the residence. All outside wall chimneys (including prefabricated fireplaces) must be veneered with brick, stone or stucco material. Prefabricated fireplaces on an outside wall with chimneys that do not-extend beyond the roof line must be located at a hip designated roof. An interior chimney may be veneered with any permitted building material, except metal. Flashing, caps, and similar chimney parts may be metal. If wood or vinyl material is used, it shall consist of individual boards each of which shall be no wider than twelve inches. Roof pitch shall be a minimum ratio of 8:12, except that screen porches, sun rooms and similar ancillary rooms may have a roof pitch of 3:12. All concrete block above ground level must be covered in brick, stone or stucco in order to completely hide the concrete block and any mortar seams. Split faced block may be used as exposed foundation material, subject to architectural review and approval set out below which may limit area, color, and finish (paint, stucco, etc.). All driveways must have a concrete wearing surface. No walls or fences shall be permitted between the front wall of a dwelling and the street it faces. Street scapes and retaining walls are permitted subject to architectural review and approval set out below. All mailboxes shall be uniform in size and color, and conform to the design approved by Declarant and made available to each purchaser from Declarant prior to the closing. Each owner shall be responsible for all costs associated with the purchase and installation of the mailbox and its support.

7. No animals or livestock of any description, except the usual household pets, are permitted on any tract. The household pets must not become a nuisance or danger to any other tract owner because of the number of animals, the noise created by them, their trespass on to other tracts, their odor or any other factors reasonably deemed to be a nuisance.

8. Any partially completed structures or improvements for which construction activity has ceased for 90 consecutive days, and the debris or remains of any structure damaged by wind, fire or other causes, shall constitute a nuisance and may be removed by the Declarant or the Association if the owner of the tract fails to abate such nuisance within 30 days after written notice thereof is given. All costs expended by the Declarant or the Association shall be paid by the owner and shall constitute a lien upon the tract until paid in full together with interest thereon at the rate of 8% per annum.

9. No inoperable, stripped, partially wrecked, or junk motor vehicle, or part thereof shall be permitted to be parked or kept on any street or tract.

10. No noxious, offensive or illegal activities shall be carried on any tract nor shall anything be done on any tract that shall be or become an unreasonable annoyance or nuisance to the neighborhood. No hunting shall be permitted on any property covered by these restrictions.

11. No oil or natural gas drilling, refining, quarrying, mining or timbering operations of any kind shall be permitted upon or in any tract and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any tract.

12. All tracts, whether improved or unimproved, shall be kept free of dead trees or limbs which are a danger to abutting property or roads. Trash, debris and rubble shall be disposed of in such a manner as to prevent the same from becoming unsightly, unsanitary or a hazard to health or safety of other residences. In the event the owner, or his contractor or agent, fails to comply with the terms of this provision, the Declarant or the Association shall have the right (but not the obligation) to enter upon such tract after the owner has been notified in writing of the violation and no curative action has been taken within 30 days after such notice, or the curative action has started but has not been pursued diligently, in order to effect compliance with the provision. All expenses incurred by the Declarant or the Association shall be paid by the owner of the tract immediately upon receipt of a statement from the party incurring the expense. Declarant may require the use of trash containers during any construction activity on a tract in order to maintain a clean and slightly condition during the construction period.

13. No satellite reception disk or device larger than 24" in diameter shall be permitted. Conforming satellite reception disks or devices shall be located on the rear side of the roof or in the rear or side yards. Swimming pools must be inground and shall be screened from view by adjoining tracts and the streets by means of landscaping-or attractive screening material.

14. No tractor-trailer rigs (as a unit or the individual components thereof) or buses shall be parked or stored on any tract, except in the normal course of making deliveries or providing services to the tract. Any recreational vehicle, boat, trailer or camper trailer must be parked so as to be screened so that it cannot be viewed from nearby tracts or the street.

15. No tract may be subdivided by any owner subsequent to the Declarant. Declarant may amend or modify any existing plat and thereby relocate the property lines of any tract which is owned by Declarant.

16. The Declarant reserves for itself its successors and assigns, for purposes incident to its development of the real property subject to these Restrictions, a twenty (20) foot strip along the margin of each road right of way and a ten (10) foot strip along each other property line for the purpose of constructing, installing, maintaining, repairing and operating utility lines, poles, mains and facilities, and water drainage.

17. Nothing herein shall be construed as imposing any restriction upon any other property owned by Declarant. Declarant in the course of developing adjoining property may, but shall not be obligated to, extend these restrictions to such property by means of a supplemental declaration (which may include modifications applicable to such additional property) or impose such other restrictions or no restrictions as Declarant chooses.

18. These restrictions, rights, reservations, limitations, covenants and conditions shall be deemed to be real covenants and shall run with the land and shall be binding upon the owners of all tracts described herein or hereinafter made subject hereto until December 31, 2008 and shall continue for successive periods of ten (10) years thereafter unless amended or terminated as provided below. These restrictions may at any time and from time to time be modified or amended by written instrument signed by the owners of at least two-thirds of the tracts subject hereto at the time thereof

19. There is reserved an easement for access, ingress and egress in favor of owners of tracts in Oxford Place and in favor of their invitees, over and across the streets shown on the Plat.

Any damage (including tracking mud, pouring concrete or depositing debris) to a street shown on the

Plat or to the ditches or shoulders of the street, or to the flow of drainage water along the said street, caused by driveway connections or traffic to and from the property owner's tract, shall be repaired at the expense of the owner connecting such driveway. Each property owner is held fully responsible for the acts of his agents, contractors, and subcontractors.

20. The Declarant is permitted to place temporary marketing signs at the entrance to Oxford Place. The only sign permitted on any Tract with an occupied residence is one sign, no larger than four (4) square feet, bearing the name or names of a property owner or property address and which is placed within twenty (20) feet of a driveway entrance, provided, that one small sign such as is used in the ordinary course of effecting residential sales transactions may be placed within twenty (20) feet of a driveway by real estate agents-or by owners to advertise a tract for sale.

21. All driveway pipe installed in ditches which are in the road right of way shall be constructed of reinforced concrete pipe with a diameter that meets applicable governmental standards (in no case less than 15" diameter). All improvements (mailboxes [brick and concrete are prohibited], fences, landscaping, etc.) constructed in the road right of way (road right of way typically extends beyond rear slope of roadside ditch) must meet applicable governmental standards. Declarant will notify owner of any violations and owner will have five (5) days to correct said violation. If owner fails to correct said violation. Declarant shall have the right (but not the obligation) to remove, replace or repair any improvement placed in a road right of way owned by Declarant or governmental authority which does not meet applicable governmental standards and any associated cost or loss of value shall be the responsibility of owner.

22. Except as otherwise specifically provided, the owner of each tract by acceptance of a deed therefore by virtue of such ownership shall become a member of the Oxford Place Property Owners Association, Inc. (the "Association") upon its formation and each owner of a tract is deemed to covenant and agree to, and shall pay to the Association, an annual assessment to pay for the cost of maintaining and repairing the Common Areas, as hereinafter defined, within the Oxford Place Subdivision. Each owner of a tract subject to this assessment obligation, including owners of tract in subsequent sections or phases of Oxford Place who are subject to these restrictions by amendment or supplemental filings, shall pay the same annual and special assessment amount, irrespective of the size of the tract, the location of such tract or any other factor.

The assessments and charges created herein shall constitute a continuing lien upon each tract and, if not paid within thirty (30) days after the due date thereof; shall bear interest at the rate of ten percent (10%) per annum until paid. The lien may be enforced as by law allowed. The lien created herein is specifically subordinated to the lien of any valid first mortgage upon any tract in the subdivision. The property owners shall have the right to promulgate rules and regulations concerning the use of the Common Areas. Each person acquiring title to a tract binds himself, his heirs, and assigns to be members of the Association should it be formed pursuant to these restrictions and conditions, and further binds and obligates himself, his heirs, and assigns to pay the assessment to the Association once it has been levied by the Association. The obligations imposed by this paragraph shall exist whether or not the Association has been formed as of the date these restrictions are recorded or as of the date any tract is sold, if at any time these restrictions are in effect the Association is formed as a non-profit corporation, the principal purpose of which is to maintain die

## Common Areas.

The "Common Area" as used in these restrictions shall include (a) one or more signs identifying Oxford Place, (b) any landscaping or lighting associated-with any Common Area and (c) any other land, improvement, facility or amenity which Declarant or the Association may construct on property subject to these restrictions and designated by Declarant as Common Area.

23. Declarant or ten (10) or more of the individual property owners (none of which may be Declarant) subject to these restrictions and conditions may form the Association at any time after Declarant has sold and conveyed 75% or more of the tracts to which these restrictions apply. The Association, once formed, shall have the right to enforce the restrictions and conditions contained in this Declaration and the assessment-provided in paragraph 21 above. The Association shall be organized under the laws of the State of South Carolina, and each property owner shall automatically become a member of the Association once it is formed, with full voting rights. The owner of each tract shall be entitled to cast one vote (which may not be fractionalized) with respect to any matter brought before the members of the Association for action. Owners of more than one tract shall be entitled to cast one vote for each tract owned; any subsequent, combination of lots will not reduce owner's responsibility to continue to pay an assessment for each lot originally purchased prior to the lot combination. The officers and directors of the Association shall be property owners (or employees of a corporate property owner) and all fees set by the Association for maintenance shall be set by the directors of the Association. The initial directors shall be elected by the Members at the first meeting or appointed by Declarant.

24. If any person shall violate or attempt to violate any of the covenants herein set forth, it shall be lawful for any other person or persons owning or having an interest in any portion of said subdivision to institute and prosecute any proceeding law or equity against such person or persons to restrain such violation or to recover damages or other compensation for such violations.

25. Zoning ordinances, restrictions and regulations of York County and its various agencies applicable to the subject property shall be observed. In the event of any conflict between any provision of these restrictions and such ordinances, restrictions or regulations, the more restrictive shall apply. The invalidation or unenforceability of any provision of these covenants by judgments or other order of any court shall in no way affect any of the other provisions, and such other provisions and covenants shall remain in full force and effect.

26. No building, including a house, outbuilding or other similar structure, shall be located, constructed or placed on any tract within ten (10) feet of the boundary of a debris disposal area (sometimes referred to as "bury sites" or "bury pits") as such areas are delineated or noted on the recorded plat of the subdivision.

27. No construction, reconstruction, remodeling or alteration of, or addition to, any building, improvement, device or structure of any land, including, in addition to the residential structure and its appurtenant structures, all walls, fences, porches, patios, drives, walks, decks and swimming pools shall be commenced without the prior written approval of the Declarant as to the proposed site location, plans and specifications of such building, improvement, device or structure. The enumeration of items above is made for clarification and example and is not intended to be, and shall not be construed to be, a limitation to the buildings, improvements, devices or structures controlled by this provision.

There shall be submitted to the Declarant three (3) complete sets of the final plans and specifications for any and all proposed improvements, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed, or maintained upon or connected to any lot unless and until final plans, elevations and specifications therefore have received such written approval as herein provided. Such plans shall include plot plans showing the location on the lot of the building, wall, fence or other structure proposed to be constructed, altered, placed or maintained, together with specifications for the proposed construction material, color schemes for roofs and exteriors thereof and proposed grading and landscaping.

The Declarant shall approve or disapprove plans, specifications, and details within thirty (30) days from the receipt thereof. In the event the Declarant fails to approve or disapprove such plans and specifications within thirty (30) days, approval will not be required and the requirements of this Section will be deemed to have been fulfilled. One (1) set of said plans and specifications and details with the approval or disapproval endorsed therein shall be returned to the person submitting them and the other copy thereof shall be retained by the Declarant for its permanent files. **THE DECLARANT SHALL HAVE THE RIGHT TO CHARGE A REASONABLE FEE IN AN AMOUNT NOT TO EXCEED \$50.00 FOR REVIEWING EACH APPLICATION FOR APPROVAL OF PLANS AND SPECIFICATIONS. DECLARANT RESERVES THE RIGHT TO INCREASE THE REVIEW FEE IN ORDER TO PAY A REASONABLE FEE FOR PROFESSIONAL ASSISTANCE IN REVIEWING AND APPROVING THE PLANS.**

At such time as the Declarant elects to transfer to the Association the architectural review responsibilities, the Association's Board of Directors shall appoint a standing committee of the Board, to be called the Architectural Review Committee, which shall initially consist of three (3) members to be appointed from among the Association's members. Upon its appointment, the Committee shall assume from the Declarant all authority to review and approve plans, specifications, and details as otherwise provided herein. The initial Committee shall serve for a term of two (2) years, after which the committeemen shall be appointed by the Association's Board of Directors, pursuant to its Bylaws, and shall serve for a term of one (1) year, provided further that the number of committeemen may be increased from three (3) to five (5) by a resolution of the Association's Board of Directors.



After its appointment, the Architectural Review Committee shall establish written architectural and aesthetic criteria to be used in reviewing all plans, specifications, and details submitted for approval, and copies of such criteria may be obtained upon request from the Committee. Such written criteria shall be subject to revision or amendment by the Committee at all times; provided, however, that no amendment to or change in such criteria shall become effective until committed to writing and approved by the Committee in the same manner as the previously controlling criteria; and that no amendment or change in such criteria shall have retroactive application.

The purpose of the architectural review provisions set forth herein is to protect the value of all real property subject to this Declaration and to promote the interest, welfare, and rights of all development property owners. Decisions of the Declarant or Architectural Review Committee approving or disapproving of plans and specifications shall be based on criteria it establishes for the Development, consistently applied, but such decisions shall be final and not subject to review or appeal

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be signed this 10th day of May, 2000.