

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
RESTRICTIVE COVENANTS FOR MEADOW FARMS  
TAYLORS, SOUTH CAROLINA

WHEREAS, the undersigned is the owner of all that real estate subdivision in Greenville County, South Carolina, known as MEADOW FARMS, and shown on a plat recorded in the RMC Office for Greenville County, SC, in Plat Book 30-R at Page 38; and

WHEREAS, said owner is developing said real estate as a single family residential subdivision and wishes to impose thereon a general, uniform scheme of development; and

NOW, THEREFORE, for the protection of the homeowners in the subdivision known as MEADOW FARMS, the Restrictive Covenants shall read as follows:

I.

1. All numbered lots shall be used exclusively for single family residential dwellings.
2. No trailer, basement, tent, shack, garage, barn or other outbuilding erected upon any lot shall at any time be used as a residence, either temporarily or permanently. No structure of a temporary nature shall be used as a residence.
3. No house trailer, inoperable or unlicensed cars or trucks shall be placed on any lot, either temporarily or permanently. No boats, camping trailer, motor home or recreational vehicle shall be placed on any lot unless such is stored within a garage or behind the residence so as not to be visible from the front of the residence. No school buses or commercial vehicles shall be parked overnight upon the roads of this development or on any lot therein.
4. No noxious or offensive activity shall be carried on anywhere on the property subject to these covenants, nor shall anything be done thereon which may be or become a nuisance in the neighborhood. No numbered lot, or any part thereof, shall be used for any business or commercial purpose or for any public purpose.
5. All fuel oil tanks or containers shall be covered or buried underground consistent with normal safety precautions, and applicable to governmental regulations.
6. No animals shall be kept, maintained or quartered on any lot except that cats, dogs, and caged birds may be kept in reasonable number as pets for the pleasure of the occupants. All pets shall be properly leashed, caged or fenced at all times.
7. No television satellite antenna discs over eighteen (18") inches shall be allowed on any lot.

II.

SETBACK, LOCATION AND SIZE OF IMPROVEMENTS AND LOTS

1. No building shall be erected on any lot nearer to the front lot line than the building setback line as shown on the recorded plat, and any such building shall face toward the front line of the lot except that buildings to be constructed on

- corner lots may face either street or the intersection line. No residence shall be nearer to any side lot line than a distance equal to 10% of the width of the lot measured at the building setback line.
2. No detached garage or other outbuilding shall be nearer than 75 feet from the front lot line nor nearer than 5 feet from any side or rear lot line.
  3. No lot shall be recut except nothing herein contained shall be construed to prohibit the use of more than one lot or portions of one or more lots as a single residential unit.
  4. The minimum heated floor space within residential dwellings shall be as follows and shall apply to all numbered lots:
    - a. A 1,500 square foot minimum for a one-story dwelling.
    - b. A 1,600 square foot minimum for a two-story house or multi-level dwelling.
  5. All residences shall have a minimum of a 1-car garage.

### III. APPROVAL OF PLAN CHANGES

1. The Architectural Committee shall be composed of Russell C. Kallaiainen and Stan McAlister.
2. No improvements of buildings shall be erected, placed or altered on any lot or lots until and unless the building plans, specifications and plat plan showing the proposed type of construction, exterior design and consistent with plans of existing residences or other buildings, and as to the location of the structure with respect to topography and finished ground elevation, by the Architectural Committee.
3. In order to prevent duplication of buildings or improvements to be constructed in this subdivision, the Committee is vested with full authority to approve or disapprove plans for the constructions of any building or improvements with its major features as similar to an existing building or improvements as to be construed as a practical duplication thereof in the discretion of the Committee.
4. In the event said Committee fails to approve or disapprove such designs and plans within 30 days after said plans have been submitted to it, or in any event, if no suit to enjoin the erection or alteration of such building or improvements had been commenced before such erection or alteration is substantially completed, such prior approval will not be required and this covenant will be deemed to have been fully complied with and no suit or claim will be available to said Committee, nor to any lot owner or other person. The term "building or improvement" shall be deemed to include the erection, placement or alteration of any outbuilding, wall or fence to be made in any lot.
5. The Committee is authorized to approve or ratify, in the construction or alteration of any building, minor violations of the requirement herein set forth under Section II, "Setbacks, Location and Size of Improvements and Lots", if, in the opinion of all members of the Committee, the same shall be necessary to prevent undue hardship because of topography, the shape of any platted lot or the setback line as

shown on the recorded plat, and if in the opinion of the members of the Committee such violations will cause no substantial injury to any other lot owner. The approval or ratification by the Committee in accordance with the paragraph shall be binding on all persons.

#### IV. EASEMENTS

1. An easement is reserved over the rear and side lot lines 5 feet in width on each lot for the installation, operation and maintenance of utilities and for drainage purposes. Such other easements across the lots as are shown on the recorded plat are also reserved. However, if one or more lots are combined, the drainage and utilities easements provided for herein shall be along the perimeter of such combined lot.
2. The easements herein provided for shall include the right to cut trees, grade ditches, lay drain pipes or do such other things as may be reasonably required to provide for necessary drainage and utilities.
3. The Committee is authorized to approve or ratify, in the construction or alteration of any building, minor encroachments upon the easements provided for herein or on the recorded plat if, in the opinion of all the members of the Committee, the same shall be necessary prevent undue hardship because of topography, the shape of any platted lot or the setback lines as shown on the recorded plat, and if in the opinion of the members of the Committee such violations will cause no substantial injury to any other lot owner. The approval or ratification by the Committee in accordance with the paragraph shall be binding on all persons.

#### V. MISCELLANEOUS

1. No signs other than Meadow Farms entrance signs shall be permitted on any residential lots except that a single sign offering property for sale or for rent may be placed on any such lot provided such sign is not more than 24 inches wide by 20 inches high.
2. Nothing herein contained shall be construed to prevent the developers, or their successors or assigns, from maintaining temporary sales offices and storage on any lot while the subdivision is in the process of being developed and/or residences being constructed therein. Such temporary sales office need not comply with the restrictions contained herein regarding floor size or type of construction.
3. The covenants herein contained are to run with the land and shall be binding on all persons claims under them for a period of 25 years from the date these presents are recorded, 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.

4. All refuse and garbage containers must be stored at the side or rear of each residence and placed at the curb only in the morning of the designated day of pickup and removed from the curb the evening of the day of pickup.

## VI. PROPERTY OWNERS ASSOCIATION

1. The Developer reserves the right to cause a Homeowner's Association to be organized consisting of all individuals owning lots within the subdivision. There shall be one (1) vote for each lot owner whether owned by one or more persons or entities; individually, jointly or as tenants in common. The Association shall be formed after approximately one-half of all lots have homes occupied by residential purchasers. Once formed, the Association shall be responsible for all common lighting, water sprinkler service for the entrance and road frontage areas and such other items as the Association shall determine.
2. All lots shall be subject to an annual maintenance charge or assessment to defray the costs of the Association in carrying out its purposes; provided, however, that all lots owned by the Developer shall be exempt from such maintenance charge or assessment so long as such lots continue to be owned by the Developer. The assessment against each lot shall be due and payable on the January 1st following the formation of the Association and thereafter shall be due and payable in advance on each and every succeeding January 1st.
3. The amount of assessment shall be determined on an annual basis, after the formation of the Association, by a majority vote of the owners held at the annual meeting of the Association.
4. The assessment shall be payable to the Association and the amounts so paid shall be administered by the officers of the Association and may be used for the functions hereinafter set out, and it is expressly stipulated that the Association shall be empowered to perform any or all of said functions but that it is under no duty to perform or discontinue to perform said functions at any time.
  - a. For the payment of the necessary expenses for the operation of the Association.
  - b. For cleaning, maintaining and improving the streets, easements and rights-of-way.
  - c. For caring for vacant and untended land, if any, within the subdivision, removing grass and weeds therefrom, and doing any other thing necessary or desirable in the opinion of the officers of the Association to keep such property neat and in good order for the general benefit of the owners.
  - d. For any expenses incident to the enforcement of these protective covenants.
  - e. For such other purposes as in the opinion of the officers of the Association may be necessary for the general benefit of the owners.

5. The Association shall have the right to suspend the voting rights 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 the event of non-payment of any assessment as set forth herein, the Association 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 interest, costs and attorney's fees shall be added to the amount of such assessment. The lien of the Association 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 for Greenville County. Failure by the Association, or any owner, to enforce any covenant or lien herein contained shall in no event be deemed a waiver of its rights to do so.
6. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage, lien of laborers, contractors or materialmen 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 Association for foreclosure due to non-payment of its assessment. Sale or transfer of any lot pursuant to foreclosure of a mortgage or materialman'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 Association as set forth above. Nothing herein shall affect the right of the Association to enforce the collection of any charges that shall become payable after the acquisition of title by a subsequent bonafide purchaser for value.

## VII. ENFORCEMENT OF RESTRICTIONS

1. If any party or any of the parties heirs or assigns shall violate any of the covenants or restrictions herein, it shall be lawful for the Association or any person or persons owning any real property situate in said subdivision to prosecute any proceeding at law as in equity against the person or person violating or attempting to violate any of said covenants and prevent him or them from so doing, or recover damages or both for such violation. Failure by the Association or other persons to enforce any covenants or restrictions herein shall in no event be deemed a waiver of the right to do so thereafter.
2. Invalidation of any one or more of these covenants by judgement of Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

## VIII. OTHER DEVELOPMENT

1. The developer specifically reserves the right to develop the subdivision in phases and to impose upon each phase the same or substantially similar restrictive covenants as provided for herein.

IN WITNESS WHEREOF, the said Developer has hereunto set his hand and seal at Mauldin, South Carolina, the 13th day of November, 1995.

Document signed by county officials, notary public, and by the president of S K Builders, Inc., Russell C. Kallinen (herein referred to as the Developer).