

**STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE**

**RESTRICTIVE COVENANTS FOR
LEGACY FARM**

Whereas, the undersigned is the owner of all the numbered lots of that real estate in Greenville County, South Carolina, hereby named LEGACY FARM and shown on a plat recorded in the RMC Office for Greenville County in Plat Book 25Q at Page 62, and owner also of those unnumbered areas on said plat.

Whereas, the owner is developing this said real estate as a subdivision for single family residential use and for the protection of each homeowner in the subdivision known as LEGACY FARM and to allow for a general, uniform scheme of development, now therefore the Restrictive Covenants shall be as follows:

I. PROHIBITED USES:

- 1) Each lot is numbered and shall be used exclusively for single family dwellings.
- 2) There shall be no barn, garage, shack, tent, trailer, basement, or other outbuilding used as a temporary residence on any numbered lot.
- 3) All fuel oil tanks or containers shall be enclosed (top and side) or buried in accordance with the precautions as specified by government regulations if such tanks or containers are deemed necessary on any numbered lot.
- 4) There shall be no satellite antennae discs allowed on any numbered lot.
- 5) There shall be no animals maintained, quartered, or kept on any numbered lot except for dogs, cats, or caged birds which are in reasonable numbers and are kept for the pleasure of the homeowner.
- 6) There shall be no camping trailer, house trailer, motor home, or recreational vehicle placed on any numbered lot unless the boat is stored in the garage or directly behind the house so as not to be seen from the front of the numbered lot.
- 7) There shall be no boats placed on any numbered lot unless the boat is stored in the garage or directly behind the house so as not to be seen from the front of the numbered lot.
- 8) There shall be no loud, riotous, or offensive activity or any activity which shall become a nuisance to the neighborhood allowed on any of the property which is subject to these covenants.
- 9) There shall be no business or commercial activity allowed on any of the numbered lots.

End Part I

II. LOCATION, SETBACK, AND SIZE OF IMPROVEMENTS AND LOTS:

- 1) There shall be no building erected on any numbered lot nearer to the front lot line than the building set-back line which is shown on the recorded plat. Any such building shall be faced toward the front line of the numbered lot except that building which will be constructed on a corner lot and may face either street of the line of intersection. No residence shall be located nearer to any side lot than a

distance equal to ten percent (10%) of the width of the numbered lot at the building setback line.

- 2) There shall be no fence, hedge, or wall exceeding a height of more than three feet erected across or along the front of any numbered lot and located nearer to the front numbered lot line than the front corners of the residence constructed on such a numbered lot. All fences shall be decorative in nature and must be approved prior to the construction by the Architectural Committee for LEGACY FARM.
- 3) The use of "Slab-on-grade" construction shall not be permitted as a construction option on any numbered lots.
- 4) The numbered lots shall not be recut; however, nothing herein contained shall be used to prohibit the use of more than one numbered lot or portions of one or more than one numbered lot for a single residential unit.
- 5) There shall be no garage or other outbuilding constructed nearer than seventy-five (75) feet from the front numbered lot line or no nearer than five (5) feet from any side or rear numbered lot line. Prior to construction each detached garage or other outbuilding must be approved in advance by the Architectural Committee for LEGACY FARM.
- 6) All of the residences constructed shall contain at least a two car garage unless there is a written waiver granted by the Architectural Committee for LEGACY FARM in instances where the size and/or the shape of the numbered lot make the construction of a two car garage impractical. The entrance to the garage must open on the side of the house.
- 7) The required minimum heated floor space within the residential dwellings shall be as follows and shall apply to all of the numbered lots:
 - a. A 1,480 square foot minimum for a one-story ranch house, and
 - b. An 1,750 square foot minimum for a two-story or a multi-level house
- 8) The final location of each home must be approved by the Architectural Committee for LEGACY FARM prior to the construction of the foundation of any home. This approval will be in writing from the Architectural Committee for LEGACY FARM.

End Part II

III. ARCHITECTURAL COMMITTEE APPROVAL

- 1) The Architectural Committee for LEGACY FARM subdivision shall be composed of Sandra W. Roper and Carol L. Roper.
- 2) No improvements on houses or no buildings shall be erected, placed, or altered on any numbered lot or lots until and unless the building plans, specifications, and plat plan showing the proposed type of construction exterior design, and location of such residence have been approved in writing by the Architectural Committee for LEGACY FARM. This committee must approve of conformity to site, harmony of external design, and consistency with the plans of existing residences and other buildings, and the location of the structure with respect to topography and the finished ground elevation. This request to the Architectural Committee and the response from the Committee shall be in writing.

- 3) The architectural Committee for LEGACY FARM is vested with the full authority to approve or to disapprove plans for the construction of any building or improvements which have major features so similar to an existing building or improvements so as to be considered as a practical duplication thereof.
- 4) In the event that the Architectural Committee for LEGACY FARM fails to approve or disapprove any matter within the scope of its authority within thirty (30) days after the receipt of a written application for a permit, it shall be deemed approved unless suit to enjoin such matter or thing has commenced prior to or after the receipt of the said application, in which case the said suit shall be deemed a disapproval. Approval shall mean that this covenant shall be deemed to have been fully complied with and no suit or claim shall therefore be available to the Architectural Committee for LEGACY FARM, the Homeowner's Association, or to the owner of any parcel.
- 5) The Architectural Committee for LEGACY FARM has the authority to approve or ratify the construction or alteration of any building, minor violations of the requirements herein set forth under Section II of this document if, in the opinion of all the members of the Architectural Committee for LEGACY FARM, The same shall be necessary to prevent undue hardship due to the topography, the shape of any platted lot, or the setback lines shown on the recorded plat, and if in the opinion of the Architectural Committee for LEGACY FARM such violations will cause no substantial injury to the owner of any numbered lot.
- 6) Any request to be considered by the Architectural Committee for LEGACY FARM shall be made in writing to the Committee not fewer than thirty (30) days prior to the time the permit is needed.
- 7) The approval or the ratification by the Architectural Committee for LEGACY FARM shall be binding on all persons.

End Part III

IV. EASEMENTS

- 1) Easements herein provided for shall include the right to grade ditches, lay drain pipes, cut trees, or do any other such things as may be reasonable and required to provide for necessary drainage.
- 2) For drainage purposes, operation and maintenance of utilities, and installation of utilities, an easement is reserved from the rear and side lot lines five (5) feet in width on each lot. Such other easements across the number lots are shown on the recorded plat and are also reserved.

End Part IV

V. MISCELLANEOUS

- 1) The foundation for all home construction shall be brick.
- 2) The external walls for any home constructed shall be brick or vinyl siding.
- 3) All swimming pool construction must include specific construction information in writing and be submitted to the Architectural Committee for LEGACY FARM. The response will be given in writing from the Committee.

- 4) The mailbox will be of standard design and will be purchased from the Architectural Committee for LEGACY FARM by the homeowner or the builder for a fee of \$75 for each box.
- 5) There shall be no signs permitted on any residential numbered lots except that a single sign offering the property for sale or for rent. These such signs may be placed on such numbered lot provided such sign is not more than 24 inches wide by 20 inches high.
- 6) Temporary sales offices may be constructed on any lot while the subdivision is being developed and residences are being constructed and initially sold. Any numbered lot may be used for storage during the development of the subdivision. Nothing in these covenants herein contained shall be construed to prevent the developers, or their successors and assigns from maintaining the offices or storage on any lot.
- 7) The covenants herein contained shall be binding on the persons claims under them and are to run with the land for a period of twenty-five (25) years from the date these presents are recorded. After this twenty-five year (25) period, the 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 the said covenants and building restrictions in part or in whole.

End Part V

VI. ASSOCIATION OF HOMEOWNERS

Section 1:

The property owners in LEGACY FARM shall cause an Association of Homeowners to be organized consisting of all individuals owning numbered lots within the subdivision. This shall be formed when fifty (50) percent of the numbered lots shown on plat recorded in Plat Book 25Q at page 62 are sold.

There shall be one (1) vote for each numbered lot whether owned by one person or more persons or entities, individually, or tenants in common. This Homeowner's Association shall be responsible for all common lighting, maintenance of all common areas, maintenance of road frontage areas, maintenance of entrance, and any such other items as the Association shall determine to be in the best interest of the Association.

Section 2:

An annual maintenance charge or assessment to defray the costs of the Association in executing its purposes will be applied to all numbered lots. This said charge shall be seventy (70) dollars per year initially. The period for assessment shall run from January first to December thirty-first of each year. At the time of closing of individual numbered lots, a pro-rated assessment shall be due and shall be paid to Roper Brothers Development until the Homeowner's Association is formed. After the formation of the Association, all dues shall be paid to the Homeowner's Association. On January first of each year, the annual assessment shall be due.

Section 3:

After the formation of the Homeowner's Association, any change in the amount of assessment shall be determined on an annual basis by a majority vote of the owners at the time of the annual meeting of the Association.

Section 4:

After the formation of the Homeowner's Association, the assessments shall be paid to the Association. The officers of the Association shall administer the use of the assessments. The Association shall be empowered to perform any or all of the said functions but it is under no duty to perform or continue to perform said functions at any time. The assessments are to be used for: 1) payment of necessary expenses for the operation of the Association, 2) removing grass or weeds from any vacant and untended land within LEGACY FARM subdivision or for doing any other thing necessary or desirable in the opinion of the officers of the Association in order to keep such property in order and neat for the general benefit of the property owners, 3) any expenses necessary for the enforcement of these protective covenants, and 4) any other purposes in the opinion of the officers of the Association, necessary for the general benefit of the property owners.

Section 5:

A property owner's voting right may be suspended by the Association for any period during which any assessment against his property remains unpaid. For non-payment of any assessment as specified 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. Any interest, costs, and attorney's fees shall be added to the assessed amount. The lien by the Association against the property must be established by, and shall be effective from, the time of filing of a Notices of Lis Pendens in the Offices of the Clerk of Court of Greenville County. The failure of any property owner or failure by the Association to enforce any covenant or lien herein contained in these covenants shall in no event be deemed a waiver if it's right to do so.

Section 6:

The lien of the assessments herein provided for shall be subordinate to the lien of laborers, contractors or material furnishers who have furnished labor and materials in connection with the construction of improvements located on any said property or the liens of any mortgage 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. The transfer or sale of any residence shall not affect the assessment lien. However, in the transfer or sale of any lot pursuant to foreclosure of a mortgage or materialmen's or mechanic's lien or any proceeding in lieu thereof, the said foreclosure action shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer unless prior to the commencement of said action, a Notice of Lis Pendens has been filed

by the Homeowner's Association as set forth in above statements. The right of the Association to enforce the collection of any charge that shall become payable after the acquisition of title by a subsequent bonafide purchaser for value shall not be affected by anything herein.

End Part VI

VII. ENFORCEMENT OF COVENANT RESTRICTIONS

Section 1:

The failure by the Association or any other persons to enforce any covenant or restriction herein shall in no way be deemed a waiver of the right to do so thereafter.

Section 2:

If any of the covenants or restrictions herein shall be violated by any party or any of the parties, heirs or assigns, it shall be lawful for the Association of any person or persons owning any real property situate in the said subdivision of LEGACY FARM to prosecute any persons 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.

End Part VII