

STATE OF SOUTH CAROLINA  
COUNTY OF SPARTANBURG

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Office of Register of Deeds, Spartanburg, S.C.  
Stephen Ford, Register



DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS  
FOR THE RESERVE AT CARRIAGE  
GATE AS SHOWN ON SURVEY ENTITLED  
THE RESERVE AT CARRIAGE GATE  
SUBDIVISION, SECTION III AND  
RECORDED IN THE RMC OFFICE FOR  
SPARTANBURG COUNTY, S.C., IN  
PLAT BOOK 161, PAGE 915.

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS,  
made this 1st day of August, 2007 by Roger D. Fisher hereinafter  
referred to as Declarant.

**WITNESSETH:**

WHEREAS, Declarant is the owner of that certain tract of land  
in the County of Spartanburg, State of South Carolina, which  
property is more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO:

NOW, THEREFORE, Declarant hereby declares that all of the  
properties described above shall be held, sold and conveyed subject  
to the following easements, restrictive covenants and conditions,  
which are hereby imposed against the property described above for  
the purpose of protecting the value and desirability of said  
property and to accomplish the systematic, uniform and harmonious  
development of said property into a subdivision; that the  
covenants, conditions and restrictions hereinafter set forth shall  
run with the real property described above and be binding upon all  
parties having any right, title to interest in the described  
property or any part thereof, their heirs, successors and assigns,  
and shall inure to the benefit of each owner thereof until August  
1, 2017 at which time said covenants, conditions and restrictions  
shall be automatically extended for successive periods of ten (10)  
years each unless, by vote of two-thirds of the then owners of the  
lots into which the property described above shall have been  
developed, the within covenants, conditions and restrictions are  
changed or amended, in whole or in part. In the event such vote  
shall take place, the vote shall be cast by the legal title holder  
of each individual lot, provided further, for each lot, there shall  
be only one vote in the event legal title thereto is held jointly  
or otherwise. Any changes or amendments to Covenants and  
Restrictions prior to August 1, 2017 will require 50% approval of  
the then owners, plus the Declarant (as long as Declarant holds  
title to any lot in the Reserve at Carriage Gate, Section III. If  
the Declarant does not hold title to any lot in the Reserve at

Carriage Gate, Section III, any changes or amendments to Covenants and Restrictions prior to August 1, 2017 will require 100% approval of the then owners).

If the undersigned, its successors or assigns, or any owner of any lot, their heirs or assigns, should violate or attempt to violate any of the covenants, conditions and restrictions herein contained, it shall be lawful for any person or persons owning any of the real estate described above to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate same, to either prevent his or them for so doing, or to recover damages for such violations, or, in the event of the failure to secure the necessary approval as set forth in Article IV hereof, to require the removal of any non-approved building or improvement, as appropriate.

Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

DEVELOPER'S DISCLAIMER. Roger D. Fisher, Developer, (including the Developer in its capacity as the Architectural Committee), and his heirs and assigns, his agents, consultants and employees, hereby disclaim any and all warranties, express or implied, of good workmanship, design, habitability, quality, fitness for any particular purpose of merchantability or any representation concerning same, and no warranties of any kind shall arise as a result of any plans, specification, standards or approvals made or approved by Developer, or its nominees, and Developer shall not be liable to any owner or any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against any owner or such other person arising out of or in any way related to the subject matter of any review, acceptance, inspection, permission, consent or required approval which must be obtained from the Developer, whether granted or denied. Furthermore, while Developer is not aware of any lots containing fill dirt, Developer expressly disclaims suitability of a lot for residential construction, and all future owners shall be responsible for determining the suitability of a lot for residential construction. Furthermore, Developer expressly disclaims suitability of a lot for drainage (proper discharge of surface water or sediment onto or upon any part of the subdivision) or approval and placement of septic tank and septic tank lines. All future owners shall be responsible for determining the suitability of a lot for residential construction, drainage (proper discharge of surface water or sediment onto or upon any part of the subdivision) or approval and placement of septic tank and septic tank lines.

(1) All lots shall be used exclusively for residential purposes.

(2) No tent, shack, garage, barn, storage building or other out-building shall be erected upon any lot without approval from the Architectural Committee and, if approved, it shall not be used as a residence either temporarily or permanently. No house trailer, modular home, manufactured home or mobile home shall be placed on any lot either temporarily or permanently. All utility

vehicles, trailers, boats, boat trailers, recreational vehicles, pop-up camping trailer or similar vehicles shall not be permitted to be stored or stand on any lot unless in an enclosed garage and out of street view (behind a shut garage door). No motor homes are allowed within the subdivision at any time.

(3) No obnoxious or offensive activity shall be permitted anywhere on the property nor shall anything be done which may become an annoyance, nuisance or menace to the neighborhood. No lot or any part thereof shall be used for any business, commercial or public purpose and no commercial vehicle shall be parked in the subdivision, temporarily or permanently.

(4) No animals shall be kept, maintained or quartered on any lot or tract in the subdivision. No more than two (2) mature household pets may be kept at any single family residence building SO LONG AS SAID ANIMALS DO NOT CONSTITUTE A NUISANCE OR MENACE TO THE NEIGHBORHOOD. LEASH LAW: Spartanburg County requires all animals to be on a leash, or under restraint at all times, when off the owners property or under direct control and obedience to the commands of the owner or handler. They are not allowed on any ones property without the property owners consent. Animals roaming free can get lost or seriously injured. They are also subject to being picked up by Animal Control officers or any person on whose property the stray pet is found and delivered to the Animal Shelter for impoundment. Animal owners are liable for their pet's actions. You can prevent your animal from being picked up by keeping it confined to your property, or on a leash and controlled, as required by law. Roaming animals may result in legal or financial problems for you. Violation of Spartanburg County's leash law can result in a fine of up to \$200.00 plus court costs and cost for impounding the animal. Waste contributed by any pet will be the responsibility of the respective lot owner.

(5) Tall shrubbery or hedges shall be trimmed to reasonable limits where traffic hazards may be created. It is the responsibility of each lot owner to prevent any unclean, unsightly or unkempt conditions of building or grounds, on the owner's property which shall tend to substantially decrease the aesthetic impact of the neighborhood. This shall include regular mowing of any lot where construction has not begun. In the event the property is not maintained to the subdivision standards (as determined by the Declarant, his assigns, or the Homeowners Association), the property will be subject to fines. The owner of each lot will be responsible for regular mowing of their entire lot, including from the curb at the street to the front property lines. The owners of Lots 80, 81 & 82 will be responsible for regular mowing at the rear of each respective property line to the edge of the pavement of Carriage Gate Drive.

(6) No vehicle which does not have a current license plate on it may remain on the premises.

(7) No transfer tractor, transfer trailer or tractor trailer combinations shall be allowed in the subdivision at any time except for loading or unloading.

(8) It is the responsibility of each lot owner and all persons or entities employed by such person to assist in the construction of any building or improvement on said lot to control

the discharge of surface water or sediment from such lot onto or upon any other part of the subdivision. This will include the creation of swales on property lines to carry surface water to natural drainage areas and silt fencing to the satisfaction of Spartanburg County. Each house under construction must have its own waste container.

(9) Any damage(s) to any street, curb or gutter which occurs as a result of construction activity relating to any lot shall be promptly repaired to Spartanburg County specifications at the expense of the owner of said lot.

(10) All tools, lawn mowers or equipment of any kind must be contained within a fenced or an enclosed area and hidden from public view when not in use. This shall also apply to any trash receptacles.

(11) No house or portion of another house shall be moved into this subdivision.

(12) No signs shall be permitted on any lots except that a single sign offering the property for sale (not to exceed two by three feet in size) may be placed on any lot, except that Roger D. Fisher has the right to use those signs which are necessary for the development of the subdivision. Signs at either side of the entrance to the subdivision (including the common areas) are prohibited, except that a single open house sign (not to exceed two by three feet in size) will be allowed ONLY the day of an open house and a single yard sale sign (not to exceed two by three feet in size) will be allowed ONLY the day of a community yard sale (which must be approved in writing by the Homeowners Association). See Paragraph 18 below.

(13) All residences shall have a uniform mailbox, determined by Declarant, which is to be provided by each lot owner. All boxes and posts shall be painted black and gold and maintained in a good state of repair at all times.

(14) The property within this subdivision is hereby declared to be a wildlife sanctuary and all hunting or shooting, is hereby prohibited.

(15) The owner of each lot shall cause written notice to be delivered to the Homeowners Association upon the conveyance of any lot by him advising the Homeowners Association.

(16) No satellite or television dish shall be constructed or placed on any lot except where screening and location (at the rear portion of resident building clearly away from street view) have been approved by Architectural Committee.

(17) No above ground pool shall be constructed or placed on any lot in the subdivision. All pools must be enclosed with a fence that is in compliance with Article III, Paragraph (4).

(18) Yard sales will be allowed by the written approval of the Homeowners Association. (Not to exceed four community yard sales per year).

(19) No portion of a lot shall be used for the operation of any non-licensed motorized vehicle such as motorcycles, mini-bikes, go-carts, four wheelers or similar vehicles.

(20) Swing sets, sandboxes, gymsets and any such similar devices or structures primarily for children's use and enjoyment must be located on the rear portion of a lot. No portable

basketball goals will be allowed in the front yard, side yards or driveway. Permanent basketball goals must be specifically approved and kept in good condition (as determined by Declarant, his assigns or the homeowners association).

(21) No street parking by owners shall be allowed. Street parking, on occasion, is intended for guests only. Also, no buses, trucks or trailers other than pickup trucks shall be parked on a lot or in the street right of way, except for loading or unloading.

(22) In the event two or more lots are combined (with the approval of the Declarant or his assigns) the original number of lots will be responsible for dues to the Homeowners Association by the then owners.

#### **ARTICLE II: EASEMENTS**

(1) In addition to other easements as are shown on the recorded subdivision plat, a five-foot easement and a ten-foot easement is reserved over and across all side and rear lot lines, respectively, for drainage, utility, cable television, water, power, and telephone installation and maintenance; provided that when more than one lot shall be used as a site for only one residence, the aforesaid five-foot easement and ten-foot easement shall apply only with respect to the exterior lines of such consolidated lot. Declarant specifically reserve the right to grant specific easements to any entity or organization, public or private, to provide any of the utility services listed herein at any time following the date hereof until any specific lot shall be conveyed by Declarant. The right is reserved to authorize the laying and placing of sewer, gas and water pipelines, telephone, cable television, telegraph and electrical light poles on any of the streets and easements shown on the recorded subdivision plat. An easement for the installation and maintenance of utilities and drainage facilities is reserved over said streets and easements.

#### **ARTICLE III: SET BACK, LOCATION AND SIZE OF IMPROVEMENTS AND OF BUILDING PLOTS.**

(1) Nothing herein contained shall be construed to prohibit the use of more than one lot or portions of one and more lots as a single residential building site, provided that said lot would otherwise meet the requirement as to size, setback line and directional facing of said building as determined by the Declarant or his assigns.

(2) No building shall be erected on any lot nearer to the front lot line or nearer to the side street line than the building set back line shown on the recorded plat. Any such building shall face toward the front line of the lot except that buildings to be constructed on corner lots shall face in the directions designated by the architectural committee. No building shall be located nearer to any interior side lot line than 5 feet.

(3) No detached building, other than the one intended to be

used as a residence, shall be erected without approval as provided in Article IV and, if approved, shall be placed no nearer to any lot line than 5 feet.

(4) All walls, fences or gates from the rear corner of the residence to the front lot line shall be specifically approved by the Architectural Committee. All walls, fences or gates along the front or side of any lot will be specifically approved by the Architectural Committee. Fencing allowed in rear yards (from the rear corner of the resident building to the rear lot line) shall not exceed six feet in height. Black chain link, black ornamental iron, black wrought iron, brick, rock or stone, white or black vinyl and wood fencing will be approved. Approved wood fencing will be a "finished look" on all sides, painted or stained black or white on all sides and maintained regularly. All approved wood fencing must be stained or painted within ninety (90) days of installation. All fencing must be installed by an approved (as determined by Declarant, his assigns or the Homeowners Association) professional installer. No portable fencing, including dog pens, shall be allowed. Fencing on any corner lot must be specifically approved. Any heating and cooling units (including any gas system or tank) must be totally screened from street view.

(5) The total area of all driveways shall be paved by plant mix concrete. All temporary driveways (during construction) must have gravel to prevent mud on the subdivision streets. The owner/builder will be responsible for removing any mud on subdivision streets placed by them or their subcontractors, suppliers, etc.

(6) No lot shall be recut so as to face in any direction other than is shown on the recorded plat nor shall it be recut so as to make any building site smaller than is provided for herein. Roger D. Fisher reserves the right to amend this provision at his discretion.

(7) Each residence erected on above mentioned lots shall contain a minimum of 2400 square feet of heated floor space, plus a minimum of 400 square feet of attached or detached enclosed garage (side entry). In the event that a residence will have a basement used as a garage, that residence shall be required to have a minimum of 2800 square feet of heated space above the basement level. The front elevation of any resident building must be a minimum of 12 inches above the finished grade of the front yard. Each roof system shall have a minimum of 10/12 pitch using architectural shingles or approved metal roofing. A MIX of stone, brick, stucco and hardi plank are welcomed. Limited vinyl siding - not more than 30% of the entire structure (including soffit) to be vinyl siding. NO STANDARD (HORIZONTAL) VINYL SIDING ALLOWED. It will be the responsibility of the builder to be in compliance with the maximum 30% guideline. No outbuilding may be moved onto any lot. Any approved outbuilding will require the same approval construction material and roof pitch of the resident building.

(8) The final plat for The Reserve at Carriage Gate, Section III is referred to in EXHIBIT "A". Each lot will be conveyed from the above referenced plat. It is the responsibility of each lot owner/builder to verify property lines and all lot pins before any grading has begun in order to be in compliance with setback lines

and alleviate encroachments.

(9) Roger D. Fisher may waive any minimum set back line or alter any property line as deemed necessary for the development of the subdivision.

**ARTICLE IV: APPROVAL OF PLANS AND  
CONSTRUCTION ARCHITECTURAL COMMITTEE**

(1) The Architectural Committee shall be composed of Roger D. Fisher or his assigns. For the purpose of these restrictions the term Declarant and Architectural Committee may be used interchangeably. In all matters, a majority vote shall govern.

(2) No improvements shall be erected, placed, altered or changed on any lot in this subdivision until and unless the building plans, specifications, and plot plan showing the proposed type of construction, exterior design, location of residence, walks, drives and fences have been approved in writing by the Architectural Committee as to conformity and harmony of external design and consistency of plan with existing residences on other lots in the subdivision and as to the location of the structure with respect to topography and finished ground elevation.

(3) The Architectural Committee shall have the right to refuse to approve any plans, specifications and/or plot plans, taking into consideration the suitability of the proposed building or other improvement, the materials or which it is to be built, whether or not it is in harmony with the surroundings and the effect it will have on other residences already constructed. The approval or disapproval shall be at the sole discretion of Roger D. Fisher, his successors or assigns.

(4) Prior to the commencement of any construction, each owner shall submit to the Architectural Committee, in duplicate, plans and drawings, which shall contain at a minimum:

- (a) front, rear and side elevations;
- (b) floor plan;
- (c) the area of heated floor space;
- (d) exterior building material to include manufacturer, color and texture;
- (e) exterior trim color;
- (f) roofing material and color;
- (g) site plan;
- (h) estimated completion dates of all construction and improvements;
- (i) special treatment required to alleviate problems anticipated due to changes in topography.
- (j) landscape plan.

The documents and other information required to be submitted shall be delivered or mailed to Roger D. Fisher, P.O. Box 160125, Boiling Springs, S.C. 29316. One complete set shall be retained by the Architectural Committee and the second complete set shall be returned to the applicant, with the Architectural Committee's approval or disapproval clearly noted thereon.

(5) The Architectural Committee is authorized to approve or ratify the construction or alteration of any building violations regarding the Set Back, Location and Size of Improvements if, in the opinion of the Architectural Committee, such shall be necessary to prevent undue hardship.

(6) All construction by any owner shall be performed by a licensed South Carolina Residential Home Builder.

(7) Once construction is commenced, each owner shall be responsible for insuring that such work proceeds at an orderly and timely pace, with no work stoppage in excess of 14 consecutive days, acts of God excepted.

(8) After the foundation for new construction has begun on any lot in the subdivision, the owner shall have the work carried on continuously by a licensed South Carolina Residential Home Builder without unnecessary delay, and shall have 12 months from the time the foundation has begun to complete the residence, driveway, landscape the yard and plant shrubbery.

(9) The Declarant expressly reserves the right to assign any of the duties, powers, functions and approval authority set forth herein to any assignee at Declarant's sole discretion.

(10) The completion of improvements upon a lot shall include the professional landscaping of the yard, including the grassing or sodding of the yard, the planting of shrubs and/or decorative plants and trees along the front elevation of the resident building. The front and side yards (to the rear corner of the resident building) are required to have sodded grass with underground irrigation. Corner lots will be specifically addressed.

(11) Roger D. Fisher, or his assigns, will have the right to enter any property during construction, monitor any modification or deviation from approved plans and approve or disapprove any modification or deviation from approval plans. Roger D. Fisher, or his assigns, will have the right to enforce changes in approved plans, at his sole discretion (including specific workmanship).

#### **ARTICLE V: ASSOCIATION OF OWNERS**

(1) All owners including the Declarant shall organize Carriage Gate Homeowners Association, Inc. to be chartered as a non-profit corporation, in accordance with the laws of the State of South Carolina. Every person who is a record owner of a fee or undivided fee interest in any lot which is subject to these covenants shall be a member of the Association. There shall be only one class of membership and such members shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as the owners determine, but in no event shall more than one vote be cast with respect to any lot, and, further, no fractional vote shall be cast with respect to any lot. Beginning January 1, 2009, each lot owner, except the Declarant, shall pay dues of \$300.00 for the calendar year 2009. For calendar year 2010, each lot owner, except the Declarant, shall pay dues of \$350.00. For future years, see Paragraph 3 below.



(2) The affairs of the Association shall be controlled by a Board of Directors, duly elected by the members.

(3) The Homeowners Association shall be entitled to collect dues, on an annual basis, with annual adjustments, if necessary, assessed against each lot in an amount to be determined by the Board of Directors. These dues shall be administered by the officers of the Association. The Carriage Gate Homeowners Association, Inc. will pay costs for, but not limited to, street lights, maintenance and upkeep of improvements in common areas, Homeowners Association Management fees, and staining of the 3 board white fence this is located at the rear property line of Lots 58, 59, 80, 81 & 82. Any damage or repairs to said 3 board white fences will be the responsibility of the then owners of said lot. Furthermore, it will be the responsibility of the Homeowners Association to monitor and enforce that said fence is in good repair and condition AT ALL TIMES.

(4) In the event the Homeowners Association's Board of Directors and Officers shall deem it necessary to expend any sum of money for the maintenance and upkeep of any improved and unimproved lot, the Board shall be empowered to levy a special assessment applicable to that lot, but only in an amount equal to any sum or sums which had to be expended for that purpose. If any such special assessment or annual dues payment is not paid within thirty (30) days of its due date, the amount due shall bear interest from the date of delinquency at the rate of eighteen (18%) percent interest.

(5) The Declarant may delegate and transfer to the Homeowners Association any rights, duties, and powers which Declarant has expressly reserved unto himself in these Covenants and Restrictions.

(6) If any dues or assessments are not paid when due, then such dues or assessments shall become delinquent and shall (together with interest thereon at the rate of Eighteen (18%) percent per annum from the due date and all costs of collections as hereinafter provided) become a charge and continuing lien on the land and all improvements thereon, against which each such assessment is made. The amount of any such dues or assessments, together with reasonable attorney fees 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 became due. In the case of co-ownership, all such co-owners shall be jointly and severally liable for the entire amount of the dues or assessments.

If the assessment or dues are not paid within thirty (30) days after the due date, the Homeowners Association may bring an action at law against the owner or owners personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessments or dues, all attorney fees and costs of collection and in the event a judgment is obtained, such judgment shall include prejudgment interest as hereinabove provided together with reasonable attorney fees as may be fixed by the court together with the costs of the action.

(7) The lien of the assessments or dues provided for herein shall be a lien placed upon the properties subject to assessments

or dues. Sale or transfer of the property shall not relieve such property from liability for any assessments or dues thereafter becoming due, nor from the lien or any such subsequent assessments or dues.

(8) Special assessments for capital improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the approval of two-thirds (2/3) of the votes of each owner 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.

(9) Quorum for any action. The quorum required for any action respecting assessments shall be the lot owners present at a meeting duly called and convened.

(10) Duties of the Board of Directors. The Board of Directors of the Homeowners Association shall fix the date of any special assessment and at least thirty (30) days in advance of the due date of any assessment prepare a roster of the properties and assessments applicable thereto which shall be kept in the Office of the Homeowners Association and shall be open to inspection by any lot owner. Written notice of the assessment shall thereupon be sent to every lot owner subject thereto. The Homeowners Association shall upon demand at any time furnish to any lot owner liable for said assessment a certificate in writing signed by an officer of the Homeowners Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

(11) Enforcement by Homeowners Association. Except for approvals and rights expressly reserved herein unto the Developer or its nominee, the Carriage Gate Homeowners Association, Inc., shall have standing to enforce the within restrictions, covenants and obligations in the same manner and to the same extent as does the Developer or any other owner. The powers and authorities herein granted to the said Association shall be in addition to such other and further rights, duties and obligations which may be set forth in the By-Laws of the Association adopted in accordance with the terms hereof.

(12) Board Authorization. All actions of the Association shall be authorized actions if approved by the Board of Directors of the Association in accordance with its By-Laws, unless the terms of this instrument provide otherwise. Any change in the authorities given to the Board of Directors will require the approval of 2/3 votes of all lot owners who are voting in person or by proxy at a Homeowners Association meeting that has given thirty (30) days notice to said meeting describing in detail to the lot owner any proposed change concerning any future authority granted to the Board of Directors. In the event the Association has cited



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EXHIBIT "A"

All those certain pieces, parcels or lots of land, situate, lying and being in the State of South Carolina, County of Spartanburg, being shown and designated as Lot Nos. 44-64 and 66-95, as shown on survey prepared for The Reserve at Carriage Gate, Section III and recorded in Plat Book 161, Page 915, RMC Office for Spartanburg County, S.C. For a more complete and particular description, reference is hereby made to the above referred to plat and record thereof.

This being the same property conveyed to Roger D. Fisher by deed of Gary Wright and Melody Wright, a/k/a Melody S. Wright dated August 9, 2006 and recorded in Deed Book 86-L, Page 893, RMC Office for Spartanburg County, S.C. Reference is also made to deed of Roger D. Fisher by deed of Melody S. Wright dated March 17, 2006 and recorded in Deed Book 85-J, Page 182, RMC Office for Spartanburg County, S.C.