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DEED 64 T PG 796  
STERLING ESTATES, INC.

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R.M.C.  
SPARTANBURG, S.C.

DECLARATIONS  
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**GENERAL DECLARATION OF COVENANTS AND RESTRICTIONS**  
**OF**  
**STERLING ESTATES, INC.**

THIS DECLARATION, made on this 12<sup>th</sup> day of Sept, 1996, by Sterling Estates, Inc, hereinafter called the "Declarant."

WITNESSETH:

**WHEREAS**, the "Declarant" is the owner of the real property described in this declaration and desires to create thereon a planned community known as Sterling Estates, a planned community, with certain facilities, amenities and services for the use and benefit of all property owners within such community; and

**WHEREAS**, the "Declarant" desires to provide for the preservation of the values and amenities and for the maintenance of common facilities, services and properties; and to this end desires to subject the real property described in this declaration together with such additions as may hereafter be made, as provided in these declarations, to the covenants, restrictions, easements, affirmative obligations, charges and liens, hereinafter set forth, each and all of which is and hereby declared to be for the benefit of said property and each and every owner of any and all parts thereof; and

**WHEREAS**, the "Declarant" deems it desirable, for the efficient preservation of the values and amenities in said community, to create an agency, Sterling Estates Homeowners Association (SEHA), to which can be delegated and assigned the power and authority of maintaining and administering the common properties and services and administering and enforcing the covenants and restrictions governing the same and collecting and disbursing all assessments and charges necessary for such maintenance, administration, and enforcement, as hereinafter created;

**NOW, THEREFORE**, the "Declarant" declares that the real property described in this declaration and any such additions thereto as may hereafter be made pursuant to this declaration, is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied, and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations, and liens (hereinafter sometimes referred to as "the Covenants") hereinafter.

DEED 64 T PG 800

STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

**DEFINITIONS**

The following words and terms when used in this declaration or any supplemental declaration, unless the context shall clearly indicate otherwise, shall have the following meanings:

A. "Association" shall mean and refer to the Sterling Estates Homeowners' Association (SEHA).

B. "Properties" or "Sterling Estates" shall mean and refer to the real property described in this declaration and additions thereto as are subjected to this declaration or any supplemental declaration.

C. "Community Common Properties" shall mean and refer to all real property, including improvements thereto owned initially by the "Declarant" and later turned over to the "Association" for the common use and enjoyment of the Homeowners.

D. "Family Dwelling Unit" shall mean and refer to any improved property intended for use as a single family dwelling located within the properties.

E. "Residential Lot" or "Lot" shall mean any unimproved parcel of land located within the properties, with the exception of the Community Common Properties, which is intended for use as a site for a single family detached dwelling shown upon any final subdivision map of any part of the properties.

F. "Member" shall mean and refer to all those owners who are members of the Association as provided in this declaration.

G. "Declarant" shall mean Sterling Estates, Inc. And its successors and assigns.

H. "Intended for Use" shall mean the use to which any particular parcel of land is restricted by covenants expressly set forth or incorporated by reference in deeds by which the Company has conveyed the property.

STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

DEED 64 T PG 801  
PROTECTIVE COVENANTS  
RESTRICTIONS AND CONDITIONS

**GENERAL DECLARATIONS OF COVENANTS AND RESTRICTIONS FOR  
STERLING ESTATES SUBDIVISION**

**ARTICLE I - ARCHITECTURAL CONTROL COMMITTEE**

A. In order to enhance the aesthetic quality of a development, the natural beauty of the environment, and the overall structural character of the neighborhood, the "Declarant" has made provisions for the establishment of an Architectural Control Committee, whose function shall be to advise the prospective homeowner as to the quality of his construction plans, their general keeping with the overall development theme of the neighborhood, and their relation to the proposed lot and site location. It shall be the Committee's function to advise him as to any changes in his tentative plans which will enhance the appeal of his residence and his neighborhood. As stated, the primary function of this committee shall be advice; however, it has the legal authority to prevent any improvements on any grounds within the development which it feels detracts from the overall aesthetic quality of the neighborhood.

B. No improvements, buildings, fences, structures whether permanent or temporary, including but not limited to television satellite disc systems shall be erected, placed, or altered on any lot or lots until and unless building plans, specifications and plot plan of such residence, structures or television satellite disc systems have been approved in writing as to the conformity and harmony of external design and consistence with plans of existing residences or other building and as to the location of the structure with respect to topography and finished ground elevation, by the Architectural Committee. Exterior television antennae, solar panels and satellite dish antennae will not be allowed unless concealed and approved by the Architectural Committee. Satellite dishes will be prohibited unless totally concealed by fencing or landscaping and approved by the Architectural Control Committee. Only 18" satellite dishes, or smaller, will be permitted.

C. Any wall or fence proposed to be erected or placed on any such lot, whether as part of the original residence design or a later addition, must receive the approval in writing of the Architectural Committee. The Architectural Committee shall have the right to refuse to approve and

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such fencing, taking into consideration the suitability of the proposed fencing, the materials of which it is to be built, whether or not it is in harmony with surroundings and what effect it will have on other residences already constructed and what effect it will have on the adjacent neighboring property. However, chain link fences will not be permitted.

D. Prior to the commencement of any construction, each owner shall submit to the Committee, in duplicate, plans and drawings, which shall have been prepared in a 1/8th scale or larger, which shall contain at a minimum:

- 1) front, rear and side elevations
- 2) floor plans
- 3) the area of heated floor space
- 4) exterior building material to include manufacturer, color and texture
- 5) exterior trim color
- 6) roofing material, color and pitch (which shall be at least 8/12)
- 7) site plan showing (on a scale of one to fifty or larger) foundation of all structures, walks, driveways, fences and drainage plans
- 8) landscaping plan of front yard, side yards and rear yard
- 9) estimated completion dates of all construction and improvements
- 10) any treatment required to adequately handle surface water run-off due to changes in topography, it being 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 such lot to control the discharge of surface water or sediment from such lot onto or upon any other part of the Subdivision.

The documents and other information required to be submitted shall be delivered or mailed to the Architectural Committee, in care of Evelyn K. Young, 114 Southport Road, Spartanburg, SC 29306 or Peggy Blackwell, 800 East Main Street, Spartanburg, SC 29307. One complete set shall be retained by the Committee and the second complete set shall be returned to the applicant, with the Committee's approval or disapproval clearly noted thereon.

E. No individual member of the Committee shall have any personal liability to any Owner or any other person for the acts or omissions of the Committee if such acts or omissions were committed in good faith and without malice.

F. The Committee is authorized to approve, disapprove, or ratify, the initial construction or alteration of any building, improvement, structure, wall, fence, landscaping as well as the other items set forth under Sections A, B, C and D at the sole discretion of the Committee to include any variances which the Committee approves in its sole discretion. Such approval, disapproval, or ratification shall be requested in writing and, once given, shall be binding on all persons subject to these Restrictions.

G. All construction by any Owner shall be performed by a licensed contractor or builder.

H. Once construction shall have commenced, each owner shall be responsible for insuring that such work proceeds at an orderly and timely pace, with no stoppage of work for more than 14 consecutive days to be condoned, acts of God excepted, and be completed, including landscaping, and ready for occupancy within nine (9) months from the commencement date.

I. The Committee expressly reserves the right to assign any of the duties, powers, functions and approval authority set forth herein to any successor in title or duly organized legal entity at Committee's sole discretion.

J. 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 by the owners of such lot. If such owner fails or refuses to complete such repairs, the Committee shall have the right to delegate such completion to SEHA, and all costs and expenses incurred in completing such work shall be immediately due and owing by Subdivision Lot Owner. In the event such amount is not liquidated by the appropriate owner within a reasonable time following notice thereof, the outstanding sum shall be deemed an assessment and processed pursuant to the provisions set forth in Article I herein.

K. In the event any owner violates the terms of this Article I, the "Declarant", SEHA, or its duly appointed agent shall give written notice to the owner to cure such violation. After thirty (30) days and upon failure of the owner to do so, the "Declarant" or SEHA shall be entitled to enter upon the property of the owner and cure such defect, including removal of any structure built in violation thereof, all at the cost and expense of the owner. This right of the "Declarant" or its agents shall be in addition to all other general enforcement rights which the "Declarant" or SEHA may have for a breach or a violation of the terms of these covenants and restrictions and shall not be deemed a trespass by the Company or its agents.

#### ARTICLE II - EASEMENTS

A. An easement is reserved, over front and side Lot lines five (5) feet in width on each interior



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Lot and ten (10) feet in width over the rear lot line on each interior lot for the installation, operation, and maintenance of utilities and for drainage purposes. On each lot which abuts property other than that owned by the "Declarant," an easement five (5) feet in width on the front and side Lot lines and ten (10) feet in width on the rear Lot lines is reserved for the installation, operation and maintenance of utilities and for drainage purposes. Any additional easements across individual Lots, as are shown on the recorded plat for Sterling Estates, are also reserved.

B. The "Declarant" reserves unto itself, its successors and assigns, the exclusive right to license a perpetual, alienable, and releasable easement and right on, over and under the ground to erect, maintain and use electric and telephone, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, cable television, security cable equipment, telephone equipment, gas, sewer, water, or other private or public convenience or utilities on, in or over those areas as are shown on the applicable plats. Further, the "Declarant" may cut at its own expense, drain ways for surface water wherever and whenever such action may appear to the "Declarant" to be necessary in order to maintain reasonable standards of health, safety, and appearance.

C. In addition, the "Declarant" reserves unto itself, its successors and assigns, a perpetual, alienable, and releasable easement and right on, over, and under the properties to dispense pesticides and take other action which in the opinion of the "Declarant" is necessary or desirable to control insects and vermin.

#### ARTICLE III - RESTRICTIONS - GENERAL LIMITATIONS

A. No family dwelling unit may be constructed or maintained so as to have heated living area (exclusive of uncovered porches, stoops, terraces, attached garage or carports) of less than 1,800 square feet. All dwellings must have a double garage or larger. All roof pitches must be at least 8/12th. The exterior of the homes are to be composed of brick, wood, stucco or other material approved by the Architectural Control Committee. However, only 35% of the exterior of any home may be composed of vinyl siding.

B. It is the responsibility of each owner to prevent any unclean, unsightly, or unkept conditions of buildings or grounds on the owner's property which shall tend to substantially decrease the beauty of the neighborhood areas or the development as a whole.

C. No noxious or offensive activity shall be carried on upon any portion of the properties, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any

owner or guest thereof in any neighborhood area or in the development as a whole.

D. Should any unclean, unsightly, or unkept conditions or any noxious or offensive activity be carried on upon any portion of the properties, the SEHA or its duly appointed agent shall be entitled to enter upon the property of the owner and to cure such defect as outlined in Article I, Paragraph "K" above.

E. Except as otherwise permitted herein, no plants, animals, or device or thing of any sort whose normal activities or existence is in any noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the development by the owners or guests thereof be maintained.

F. Hunting of all wild animals, fowl, and game is hereby prohibited within the properties, and the discharge of firearms within the properties for any purpose shall not be allowed.

G. All garbage receptacles must be contained within a fenced or enclosed area, and hidden from public view.

H. All tools, lawnmowers, or equipment of any kind must be contained within a fenced or an enclosed area and hidden from public view when not in use.

I. The Developer or any subsequent purchaser with the prior, written consent of the Developer may sell and convey a portion of any lot to the owner of an adjoining lot provided that any such sale of a portion of a lot does not result in the creation of another lot or a greater number of lots than shown on said plat. In any such sale of a portion of a lot, the portions shall merge into and become a part of the adjoining lots and the restrictions herein set forth shall apply to the lot and portion of a lot as though they were originally platted as one lot.

J. All sewage shall be disposed of through public sewer systems approved by the South Carolina Department of Health and Environmental Control, unless lot cannot be sewerred. Then, septic tanks may be used.

K. No structure of a temporary character shall be placed upon any portion of the properties at any time; provided, however, that this prohibition shall not apply to shelters used by contractors during the construction of any family dwelling unit, or to shelters maintained by the "Declarant" or SEHA. It is to be clearly understood that temporary shelters, tents, recreational vehicles, etc., may not at any time be used as temporary or permanent residences or be permitted to remain on any portion of the properties after completion of construction thereon. Nothing herein contained shall be construed to prevent the "Declarant" or developer from setting up a temporary sales office to be used for the marketing of the subdivision. The Club House (when built) may be used for this purpose.

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- L. No houses shall be moved onto the property including prefabricated or modular homes.
- M. Fuel tanks or similar storage receptacles will not be allowed.
- N. No trees measuring ten (10) inches or more in diameter nor any flowering tree may be removed nor may any major clearing of small trees be performed without the approval of the Architectural Control Committee, unless located within ten (10) feet of a building, within ten (10) feet of the approved building site for such building, or within the right-of-way of driveways and walkways. Excepted here from, shall be damaged trees as determined by the Architectural Control Committee or the SEHA or trees which must be removed because of an emergency.
- O. The "Declarant" and/or SEHA shall have the right to protect from erosion the land designated as areas upon which residential building shall take place by planting trees, plants, and shrubs where and to the extent necessary, or by such mechanical means as providing drainage ways or other means deemed expedient or necessary by the "Declarant" and/or SEHA to provide and insure against said erosion.
- P. No trash, garbage, construction debris, or other unsightly or offensive material shall be placed upon any portion of the properties, except as is temporary and incidental to the bonafide improvement of said area of the properties.
- Q. The exterior of all houses and other structures, site-work and professional landscaping must be completed within nine (9) months after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to stricken, fires, national emergency, or natural calamity. Houses and other dwelling structures may not be temporarily or permanently occupied until the exterior thereof has been completed.
- R. All private swimming pools must be in ground pools that are properly fenced. No above ground pools allowed.
- S. Minimum side and rear setback lines for residences shall be ten (10) feet or at the sole discretion of the Architectural Control Committee. Front set back lines shall be as indicated on recorded subdivision plat.
- T. All utilities and services shall be placed underground from the property line or easement to the residence. In routing utilities and services from the easement to the property line, no curb and gutter or pavement section may be cut or in any way damaged without prior approval of the "Declarant" and/or SEHA.
- U. The established grade of lot is not to be raised by any individual so as to adversely affect

an adjacent property owner or owners. All site work and grading shall be approved by the Architectural Control Committee.

V. No livestock, poultry or undomesticated animals shall be kept on any of the lots in the development. No more than two (2) mature household pets may be kept at any family dwelling unit.

W. Should the owner of any residential lot in the subdivision acquire the oil, gas, and minerals located in or under and to be produced from said lot, said owner, his heirs, successors and/or assigns, shall never have the right to conduct any drilling, exploring or other operations on the surface of said residential lot.

X. It shall be the responsibility of each owner to keep his driveway in a reasonable state of repair. Driveways will be hard surfaced with pre-mix concrete.

Y. Only vehicles bearing current license plates shall be parked or stored within public view from the street. No boats, boat trailers, or recreational vehicles shall be exposed to public view from the street. Owners shall be required to furnish adequate parking for their own vehicles within confines of their property.

Z. Each homeowner shall be required to purchase and use a special mailbox designed for the community.

AA. Any builder who purchases a lot in Sterling Estates shall be deemed to covenant and agree with the developer to commence construction of a residence upon such lot within six (6) months after the date of closing of the sale of such lot by developer, and to complete the same within nine (9) months of such date; any purchaser not engaged in business as a homebuilder who purchases a lot in Sterling Estates shall be deemed to covenant and agree with developer to commence construction of a residence upon such lot within twelve (12) months after the date of closing of the sale of such lot by developer, and to complete the same within nine (9) months of such date. In the event that substantial construction of a residence on a lot is not commenced by the owner thereof, excluding the developer, within twelve (12) months from the date of purchase and closing of said lot from the developer, the developer reserves the first option to repurchase the lot at a purchase price equal to ninety (90%) percent of the purchase price paid to the developer for the lot. If the developer exercises this option, title to the lot in the reconveyance shall be free and clear of liens and encumbrances. If developer does not exercise this option by written notice to the owner within thirty (30) days after the expiration of the twelve (12) month period, the owner may alienate the lot free and clear of this option. If the developer exercises this option, closing of title shall be within thirty (30) days of the date of notice to the owner. The option

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reserved herein to the developer shall not render a bonafide mortgage lien invalid and is specifically subordinate to any bonafide mortgage lien.

BB. No signboards shall be displayed on any lot except a single "For Sale" and a builder's sign, or a single "For Rent" sign. No sign shall be more than two by three (2' x 3') feet in size, provided, however, the developer shall have the right to use additional signs for development of the property.

CC. Any general limitations contained in this Article I, and any subsequent amendments hereto may be waived on any particular lot by the assent of all of the adjoining property owners; that is to say the owners of those lots with common boundaries to the lot in question and the owners of those lots situate directly across a street or road from the lot in questions; upon recommendation by the Architectural Control Committee; and upon majority approval of the Directors of SEHA or the Declarant.

DD. No lot shall be used except for private, single-family residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, not to exceed two and one-half (2 ½) stories in height, a private garage and, if approved in advance in writing, a small hobby type building.

EE. The driving of motorcycles and minibikes on the streets of Sterling Estates shall be prohibited except driving of such motorcycles and minibikes to and from the entrance and the home of the owner by the most direct street route.

FF. All garages must have electrically operated doors which must remain closed except when in use.

GG. No clothesline shall be visible from a street.

HH. Garbage and refuse collection shall be done on a weekly basis to eliminate unsightly trash. This is the homeowner's responsibility.

II. No vegetable gardens shall be exposed to the public view.

#### ARTICLE IV - RECREATIONAL FACILITIES, COMMON GROUNDS, MAINTENANCE CHARGES, MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

A. The "Declarant" will build a recreation facility on the designated lot on plat in Phase I. A pool and clubhouse will be constructed when one hundred (100) lots have been sold for the use and enjoyment of the residents in Sterling Estates. The initial annual assessment for each lot related to building facilities, operating the same, maintaining common areas, and managing the affairs of Sterling Estates

Homeowners Association will be five hundred dollars (\$500.00) per year with the exception of lots owned by the "Declarant" and lots owned by licensed builders designated by the "Declarant." In the case of the "Declarant", there will be no annual assessment, and in the case of lots owned by the licensed builders designated by the "Declarant," the initial annual assessment will be two hundred dollars (\$200.00).

B. At such time it shall be deemed appropriate by "Declarant," but no later than when the last lot is sold in Sterling Estates, a not-for-profit corporation shall be formed, by "Declarant," pursuant to the laws of the State of South Carolina, to be named "Sterling Estates Homeowners Association, Inc." The "Declarant" will control the Sterling Estates Homeowners Association until the last lot is sold or sooner if it chooses to turn control over to the residents of Sterling Estates. This entity (SEHA) shall be the vehicle through which all appropriate matters referred to in these Restrictions shall be transacted. SEHA shall adopt provisions relating to the manner in which business shall be transacted in the form of "By-Laws." The acceptance of a deed by Grantee shall be constructed to be a covenant by Grantee to abide by said By-Laws.

C. The owner of every lot located in Sterling Estates shall be a member of said SEHA corporation. The "Declarant" shall be entitled to two (2) votes for each lot it owns in the Subdivision and all other owners shall be entitled to one (1) vote for each lot owned, regardless of the number of lots used to create one (1) residence. When title to a lot is vested in two or more persons jointly, the vote shall be exercised as they among themselves determine but in such case not more than one (1) vote shall be cast per lot owned. Membership in SEHA shall be appurtenant to and may not be separated from ownership of the property which is subject to assessment.

D. An annual assessment consistent with the By-Laws of SEHA shall be levied by SEHA against each lot in the Subdivision for costs associated with various amenities, including, but not limited to, recreation facilities, landscaping, street lights, street signs, entrances, all utility bills associated with the aforementioned, insurance (both structural and liability) and various miscellaneous expenses. The amount of said assessment will initially be determined by Article IV (A) above and shall begin on day of closing, which amount is subject to change pursuant to the provisions of the By-Laws of SEHA, and said assessment shall be due and payable to SEHA, one-half (½) on the 15th day of January and one-half (½) on the 15th day of July to cover that fiscal year. Any assessment not paid within thirty (30) days after the

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due date thereof shall bear interest from the due date at 1 1/2% per month or the legal rate of interest, whichever is less. The acceptance of a deed by Grantee shall be construed to be a covenant by the Grantee(s) to pay said assessment, which shall run with the land and be binding upon said Grantee, his successors, heirs and assigns. No person may waive or otherwise escape liability hereunder by the non-use of the facilities of SEHA or abandonment of the property. The prorata share of said annual assessment will be due at each lot closing beginning July 1, 1996.

E. SEHA shall have the right to suspend the voting rights and right to sue the facilities of a resident for any period during which any assessment, either annual or special, against his property remains unpaid for a period of thirty (30) days or for any infraction of its published rules and relations. In the event of non-payment of any assessment set forth herein, SEHA may bring an action at law against the owner(s) personally obligated to pay same or foreclose a lien against property in the same manner that a real estate mortgage is foreclosed and interests, costs, and attorneys' fees shall be added to the amount of such assessment. The lien of SEHA 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 of Spartanburg county. Failure by SEHA, or any owner, to enforce any covenant or lien herein contained shall in no event be deemed a waiver of its right to do so.

F. The lien for non-payment of the assessments provided for herein shall be subordinate to the lien of any mortgage lien or any 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 corporation for foreclosure due to nonpayment of its assessments. Sale or transfer of any residence shall not affect any duly perfected lien; however, the sale or transfer of any lot pursuant to foreclosure of a mortgage or materialmen's or mechanic's lien or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer unless prior to commencement of said action a Notice of Lis Pendens has been filed by SEHA to enforce the collection of any charges that shall become payable after the acquisition of title by a subsequent bonafide purchaser for value.

G. Until such time as the "Declarant" forms SEHA, the "Declarant" is empowered to perform the functions that will be performed by SEHA and for this purpose may make such rules and requisitions

as it deems desirable to carry out said purposes. ~~During~~ <sup>DEED 64-T PG 811</sup> the interim period, the "Declarant" shall have the power to collect the annual assessment imposed pursuant to Article IV (A) herein for the purposes therein provided.

#### ARTICLE V - MISCELLANEOUS

A. In the event a dwelling is damaged or destroyed, and the owner does not begin repair or reconstruction within thirty (30) days following the damage or destruction, he shall remove or cause to be removed, at his expense, all debris from the lot, so that it shall be placed in a neat, clean and safe condition; and if he fails to do so, the Association may cause the debris to be removed, and the cost of removal shall constitute a lien upon the lot until paid by the owner and may be foreclosed in the same manner set forth in Article IV (F) for liens for assessments.

B. Any dwelling which has been destroyed, in whole or in part, by fire or other casualty, and is subsequently restored or reconstructed, shall be subject to the provisions of these covenants and to the By-Laws of SEHA.

C. Lot owners and/or their builders shall be responsible for adequate control of silt and sediment on said lot before and after construction of home on said lot.

#### ARTICLE VI - GENERAL PROVISIONS

A. Duration: The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the SEHA, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term ending July 1, 2026, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-owners of two-thirds of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

B. Notices: Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the SEHA at the time of such mailing.

C. Enforcement: Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien



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 created by these covenants; and failure by the SEHA or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

D. Severability: Invalidation of any one of these covenants and restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have signed and sealed or caused this instrument to be signed and sealed by their duly authorized officers or agents as of the year and date hereinabove mentioned.

In the Presence of:

*Dana W. Woody*  
*Peggy Blackwell*

STERLING ESTATES, INC.  
 A South Carolina Corporation

By: *Evelyn K. Young*  
 Evelyn K. Young, President  
 By: *Peggy Blackwell*  
 Peggy Blackwell, Vice President

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF SPARTANBURG )

**PROBATE**

Personally appeared the undersigned witness and made oath that (s)he saw the within named developer, by its duly authorized agent, sign, seal and as its act and deed deliver the within Declaration of Covenants and Restrictions of Sterling Estates, Inc., and that (s)he with the other witness subscribed above witnessed the execution thereof.

*Dana W. Woody*

SWORN to and subscribed before me  
 this 12<sup>th</sup> day of Sept, 1996.

*James Hamilton*  
 Notary Public for South Carolina

My Commission Expires: 1-15-2008

THIS DOCUMENT  
MARGINAL  
FOR IMAGING

NOV-19-98 THU 04:27 PM

P. 02/02

DEED 70-N PG 018

STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG ) MODIFICATION OF RESTRICTIONS

RECORDED

99 AUG 25 PM 1:20

R.M.C  
SPARTANBURG, S.C

WHEREAS, the Restrictive Covenants and Easements of Sterling Estates are recorded in Deed Book 64-T, at page 796, in the RMC Office for Spartanburg County, relating to property shown in Plat Book 135, at page 281 in said Office; and

WHEREAS, J. Wayne Levan and Cophelia G. Levan are the owners of Lot 43 in said subdivision, and has constructed a residence thereon which encroaches onto the 40 foot building line as shown on plat recorded in Plat Book 143, at page 154, RMC Office for Spartanburg County.

WHEREAS, STERLING ESTATES, INC. is the Developer of the property shown on plat recorded in Plat Book 135, at page 281, RMC Office for Spartanburg County, and

WHEREAS, Paragraph ARTICLE I of said Restrictive Covenants recites that Developer reserves the right to charge building lines as stated.

WHEREAS, it is the desire of STERLING ESTATES, INC., as the Developer of the Subdivision to give his approval to waive the 40-foot building line for Lot.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that I, Evelyn K. Young, as the Developer of STERLING ESTATES, INC. do hereby waive the 40-foot building line on Lot.

Given under my hand and seal this 19th day of November, 1998.

W. Wayne Levan  
Donald Vincent  
Evelyn K. Young (SEAL)  
as Developer of  
Sterling Estates

STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG ) PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within name Evelyn K. Young as Developer of Sterling Estates, sign and seal as their act and deed deliver the within written Modification of Restriction and that (s)he, with the other witness subscribed above witnessed the execution thereof

Sworn to and before me  
this 19th day of Nov, 1998

William A. Calhoun W. Wayne Levan  
Notary public for SC

My commission expires: 7-11-99