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FILED IN GREENVILLE COUNTY, SC

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR WINDSOR/AUGHTRY COMPANY, INC.  
OWNER AND DEVELOPER OF A SUBDIVISION KNOWN AS**

**ANSLEY CROSSING**

THIS DECLARATION made on the date hereinafter set forth by Windsor/Aughtry Company, Inc., a South Carolina corporation, having an office at 25 Woods Lake Road, Greenville, SC 29607, hereinafter referred to as "Declarant."

**WITNESSETH**

WHEREAS, Declarant is the Owner of certain property in the County of Greenville, State of South Carolina, which is more particularly described on that certain plat prepared by Fant, Reichert & Fogleman, Inc. dated May 25, 2009, for Windsor/Aughtry Company, Inc. and entitled "Ansley Crossing," recorded on June 11, 2009, in Plat Book 1088, at Page 41, in the RMC Office for Greenville County, SC more fully described as follows:

WHEREAS, Declarant intends to develop a single-family residential community of Patio Homes on the property described herein which is to be known as "Ansley Crossing"; and

WHEREAS, in order to protect and enhance the value of the Patio Homes in the community, it is desirable to create an association to administer and enforce the covenants and restrictions imposed by this Declaration on the Patio Homes and Property; to own, operate, and maintain the Common Area; and to collect, hold, and disburse the charges and assessments provided for in this Declaration; and

WHEREAS, it is intended that every owner of any of the Patio Homes automatically, and by reason of such ownership and this Declaration, become a member of the Association and be subject to its rules and regulations and the assessments and charges made by the Association;

NOW, THEREFORE, Declarant does hereby submit the Property to the provisions of this Declaration.

## **ARTICLE I DEFINITIONS**

Section 1. ***"Association"*** shall mean and refer to Ansley Crossing Homeowners' Association, Inc., its successors and assigns.

Section 2. ***"Common Area"*** shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners and other members of the Association, including, but not limited to, all areas shown on the Plat and designated as Open Space, passive recreational area, access easement to Open Space, detention basin, wetland, pond, and compensatory area.

Section 3. ***"Declarant"*** shall mean and refer to Windsor/Aughtry Company, Inc., its successors and assigns.

Section 4. ***"Lot"*** shall mean and refer to any numbered Lot of land shown upon any recorded subdivision map of the Property.

Section 5. ***"Open Space"*** shall mean that portion of the Property as shown on the Plat as "Open Space" which shall consist of 29.01 acres.

Section 6. ***"Owner"*** shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property.

Section 7. ***“Patio Home”*** shall mean each portion of the Property that has been subdivided for use as single-family detached unit dwelling site as shown on the Plat.

Section 8. ***“Plat”*** shall mean and refer to the Plat of the Property as recorded in the Greenville County, South Carolina, RMC Office on June 11, 2009, in Plat Book 1088, at Page 41, and the Plats of any additions to the Property which may be recorded by Declarant in the Greenville County, South Carolina, RMC Office hereafter.

Section 9. ***“Property”*** or ***“Properties”*** shall mean and refer to that certain real property hereinbefore described and as shown on the Plat, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

## **ARTICLE II PROPERTY RIGHTS**

Section 1. Owner’s Easement of Enjoyment. Every Owner shall be a member of the Homeowner’s Association, which membership shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a. The right of the Association to charge reasonable fees for the maintenance and upkeep of the Common Area including reasonable administrative costs and related expenses;
- b. The right of the Association to suspend the voting rights and right to use of the Recreational Facilities by an Owner for any period during which any assessment against his Lot remains unpaid, and, for a period not to exceed sixty (60) days, for any infraction of its published rules and regulations (which suspension shall not

relieve such Owner from its obligation to pay assessments as described in this Declaration);

- c. The right of the Association to promulgate and enforce reasonable rules and regulations governing the use of the Common Area to ensure the safety and rights of all Owners;
- d. The right of the Association to suspend the voting rights in the Association, and right to use the Common Areas (except roadways) by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- e. The right of the Association to levy reasonable fines against an Owner for failure to pay assessments, either annual or special, or other charges imposed by the Association in a timely manner.
- f. The right of the Declarant or the Association to grant utility, drainage, and other easements;
- g. The right of the Association to impose reasonable regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area; and
- h. The right of the Association, in accordance with its articles of incorporation and by-laws, to borrow money secured by a mortgage against the Common Area for the purpose of improving the Common Area and facilities thereon. No mortgage on the Common Area shall be effective unless an instrument agreeing to such mortgage of Common Area is signed by 2/3rds of each class of Members. Also,

so long as there is Class B Membership, mortgage of any Common Area must also be approved by the U. S. Department of Veterans Affairs pursuant to Article XII, Section 6.

Section 2. The Association shall have two classes of voting memberships.

Class A. Class A members shall be all Patio Home Owners, with the exception of the Declarant, and 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 they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and it shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the following events, whichever occurs earlier:

- a. When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or
- b. Ten (10) years from the date of recordation of this Declaration.

### **ARTICLE III ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Patio Home Owner of any Lot by acceptance of a Deed therefore, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. For each Patio Home Owner, the annual

and special assessments, together with interest, costs and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The assessment shall be the joint and several obligation of each Owner and the obligation for delinquent assessments shall pass to the Owner(s) herein, their heirs, successors and assigns. The Declarant shall be exempt from paying any assessments, either annual or special, on any Lot or Patio Home owned by it.

Section 2. Purpose of Assessments. The assessments levied by the Association pursuant to this Article shall be used to pay the costs and expenses which the Association shall incur in connection with the performance of its duties and responsibilities pursuant to this Declaration, the Articles of Incorporation, and the Bylaws (such costs and expenses being herein referred to as the "Annual Expenses"). Without limiting the generality of the foregoing, the Annual Expenses shall include the costs of the following:

- a. Payment of all costs and expenses incurred by the Association in connection with the Common Area and the Association's other operations, including, but not limited to, maintenance of all storm water detention ponds, water pipes, storm sewer and drainage facilities;
- b. Payment of the premiums for all fidelity bonds which shall be obtained by the Association;
- c. Payment of the fees of such management firms as the Board of Directors shall employ;

- d. Payment of fees for the provision of such professional services as the Board of Directors shall determine to be required by the Association, including, but not limited to, legal, accounting, and architectural services; and
- e. Such other purposes as the Board of Directors shall deem necessary or desirable to promote the health, safety, and welfare of the Association and its members.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot with a Patio Home to an Owner, the maximum annual assessment shall be One Thousand Two Hundred and no/100 (\$1,200.00) Dollars per Lot for a Lot with a Patio Home.

- a. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five (5%) percent above the maximum assessment for the previous year without a vote of the membership.
- b. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five (5%) percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- c. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost

of any construction, reconstruction, repair or replacement of a capital improvement in the Common Area, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Specific Assessments. The Board of Directors may levy specific assessments against individual Owners (a) for the purpose of paying for the costs of any construction, reconstruction, repair, or replacement of any damaged component of the Common Areas, or any monument, landscaping, detention pond, or other thing maintained by the Association, which is occasioned by the acts of individual Owner(s) and not the result or ordinary wear and tear; or (b) for the payment of fines, penalties, or other charges imposed against an individual Owner relative to such Owner's failure to comply with the terms and provisions of this Declaration, the Bylaws, or any rules or regulations promulgated hereunder; provided that Declarant shall not be obligated to pay any specific assessments. Failure of the Board of Directors to exercise its authority under this section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board of Directors' right to exercise its authority under this section in the future with respect to any expenses.

The Board of Directors may also specifically assess Owners for the following Association expenses: (a) expenses of the Association which benefit less than all of the Lots may be specifically assessed equitably among all of the Lots which are benefited according to the benefit received; and (b) expenses of the Association which benefit all Lots, but which do not provide an equal benefit to all Lots, may be assessed equitably among all Lots according to the benefit received.



Upon establishment of a specific assessment under this section, the Board of Directors shall send written notice of the amount and due date of such specific assessment to the affected Owner(s) at least thirty (30) days prior to the date such specific assessment is due.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes shall constitute a quorum. If a quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Uniform Rate of Assessments. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of January following the purchase of a Lot by an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of that annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an

officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as the date of its issuance.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen (18%) percent per annum and shall constitute a lien against the Lot. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, in which event the Owner shall also be liable to the Association for all costs and attorneys' fees which the Association shall incur in connection with the collection of such delinquent amounts. No Owner may waive or otherwise escape liability for the assessment provided for herein by abandonment of his Lot, non-use of the Common Area or otherwise.

Section 10. Subordination of the Lien to Mortgages. The lien of a mortgage, sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### **ARTICLE IV ARCHITECTURAL CONTROL**

Section 1. Creation of the Architectural Committee. The Architectural Committee shall be composed of Declarant or its designates until such time as Declarant shall turn over control of

the Association to the Owners, at which time the Architectural Committee shall be the Board of Directors of the Association or its designates. For the purposes of these Restrictions, the terms "Declarant" and "Architectural Committee" may be used interchangeably. In all matters, a majority vote shall govern.

Section 2. Architectural Control. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to, or change, or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same, shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee.

Section 3. Declarant Exemption. 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 improvements, the materials of 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. This provision shall not apply to the Declarant and the Declarant shall not be required to obtain Architectural Committee approval or Board of Director approval in order to commence, continue or complete construction of any residence.

Section 4. Procedure of Architectural Committee. Prior to the commencement of any construction, each Owner shall submit to the Architectural Committee, in duplicate, plans and drawings, in a one-eighth (1/8) scale or larger, which shall contain, at a minimum:

- a. front elevations;
- b. floor plan;

- c. the area of heated floor space;
- d. exterior building material to include color and type of material (vinyl, aluminum, cedar, etc.);
- e. exterior trim color; and
- f. roofing material and color.

These requirements also pertain to any alterations and/or additions to existing structures.

The documents and other information required to be submitted shall be delivered or mailed to the Architectural Committee of Ansley Crossing, Windsor/Aughtry Company, Inc., Post Office Box 16449, Station B, Greenville, South Carolina 29606. 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.

Section 5. Fencing. With regard to fencing installed on any Lot, the following shall be the minimum criteria for approval by the Architectural Committee:

- a. All six (6') feet wide sections of fencing must have an arched top;
- b. All fencing must be six (6') feet in height;
- c. All fencing must be pressure treated pine lumber with both sides smooth;
- d. All line posts shall be 4" x 4" notched at the top with "Gothic cap" and inset;
- e. All gate posts shall be 6" x 6" notched at the top;
- f. All gate hardware to be Ameristar Black Iron or approved equivalent; and
- g. All fencing at retention areas to be split rail.

Any fencing erected on a Lot shall only be in the yard behind the Patio Home with the sides of the fencing extended parallel from the rear corners of the Patio Home. Fences shall be

constructed of wood only, with a height not to exceed six (6) feet. All fencing located on any Lot within the Property shall be consistent with all other fences as to material, color, height, etc., so as to give a uniform appearance throughout the Property. Under all circumstances the "finished" side of the fence shall face the street (i.e., no line posts shall be visible from any street).

All Patio Home Owners erecting a fence shall be responsible for maintaining the lawn on the interior (resident's side) of any fencing and the Association shall maintain any lawn on the exterior (street side) of the fencing. Each Patio Home Owner erecting a fence is totally responsible for maintenance, repair and replacement of any fencing subject to the ability of the Association to act as set forth herein in the event a Patio Home Lot Owner fails or refuses to repair, maintain or replace any fencing.

Section 6. Automatic Approval. In the event the Architectural Committee, or its designated committee, fails to approve or disapprove such plans within thirty (30) days after they have been submitted to it, such approval will be automatic. The terms "building" or "improvements" shall be deemed to include the erection, placement, alteration of any wall, fence, driveway or parking area, or any such activity undertaken subsequent to initial construction.

Section 7. Amendments to this Article. The Declarant or Architectural Committee is authorized to modify or amend either before or during the construction or alteration of any building or improvement, the Article of these restrictions concerning set-back and location and size of improvement if, in the opinion of the Architectural Committee, such shall be necessary to prevent undue hardship.

Section 8. Licensing Requirements. All construction by any Owner shall be performed by a licensed contractor or licensed builder.

Section 9. No Work Stoppages. Once construction is commenced, each Owner shall be responsible for ensuring that such work proceeds at an orderly and timely pace, with no work stoppage in excess of fourteen (14) consecutive days, acts of God excepted.

Section 10. Declarant's Right to Assign Duties. 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.

Section 11. Liability of Architectural Committee. No approval of plans, location or specifications, shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence or improvement. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence or improvement thereto will be built in a good workmanlike manner. The Architectural Committee shall not be responsible for or liable for any defects in any plans or specifications submitted, revised, or approved under these covenants nor for any defects in construction pursuant to such plans and specifications. The Owner shall have sole responsibility for compliance with the restrictions and does hereby hold the Architectural Committee harmless for any failure thereof caused by the Owner's architect or builder.

Section 12. Liability of Declarant, Board of Directors, and Association. Neither the Declarant, the Board of Directors, the Association nor any representative(s) thereof, nor its or their successors or assigns, shall be liable in damages to anyone submitting specifications for approval, or to any Owner, by reason of a mistake in judgment, negligence or nonfeasance

arising out of or in connection with the approval, disapproval or failure to approve any such plans and specifications. Every person, corporation, partnership or organization which submits plans and specifications to the Board of Directors or the Association for approval agrees, by such act, and every Owner agrees by acquiring title to any Site or an interest therein, that it will not bring any action, proceeding or suit against the Board of Directors, the Association or any representative to recover any such damages. The Board of Director's and Association's approval of any plans, specifications, landscaping or elevations or any other approvals or consents are given solely to protect and preserve the appearance of the Property, and shall not be deemed a warranty, representation or covenant that the proposed work complies with any applicable laws, rules or regulations or any standard of due care regarding structural design.

Section 13. Clean-Up During Construction. It shall be the responsibility of each Owner and tenant thereof to prevent the accumulation of litter, trash, packing crates or unkept condition of buildings or grounds on his Property, or to permit accumulations which shall tend to substantially decrease the beauty of the community as a whole or the specific area. No loose trash will be permitted to be strewn about the Property or Lot at any time. Garbage containers must be kept out of sight from the street, except during collection hours.

## **ARTICLE V** **MAINTENANCE**

Section 1. Lawn Maintenance. The Association shall maintain the Common Area and the lawn of each Lot. Each Owner shall be solely responsible for the upkeep of all shrubbery and if Owner installs additional plantings and shrubbery (which shall be only with the prior approval of the Architectural Committee) then, and in that event, Owner shall be solely responsible for the

upkeep of the additional plantings or shrubbery. No landscaping shall be planted or permanently installed or removed within the boundaries of any Lot without the approval of the Association and, the Association shall be exclusively responsible for maintaining landscaping within the boundaries of Common Areas.

Section 2. Patio Home Maintenance. Each Owner shall be responsible for the interior and exterior maintenance of his or her dwelling as follows: paint, repair, replace and care of roofs, gutters down spouts, concrete drives and walkways, exterior building surfaces and other exterior improvements; provided, however, any exterior maintenance which would cause a change in the exterior appearance of the dwelling including, by way of example but not limitation, painting (whether in the same or a different color), installing new roofing or new gutters, or a change in window treatments or door treatments shall require the approval of the Architectural Committee as set forth above. In the event that the Owner neglects or fails to maintain his or her Lot and/or exterior of his or her dwelling in a manner consistent with other Lots and dwellings on the Property, the Association, either upon recommendation of the Board of Directors or otherwise, shall provide such exterior maintenance as provided above. Provided, however, that the Association shall first give written notice to the Owner of the specific items of exterior maintenance the Association intends to perform and the Owner shall have forty-five (45) days from the date of mailing of said notice within which to perform such exterior maintenance himself or herself. A determination as to whether an Owner has neglected or failed to maintain his or her dwelling in a manner consistent with the other dwellings on the Property shall be made by the Association in its sole discretion; provided, however, the Association shall consider all recommendations of the Board of Directors. In order to enable the Association to accomplish the



foregoing, there is hereby reserved to the Association, the right to unobstructed access over and upon each Lot at all reasonable times to perform maintenance as provided in this Article. In the event the Association performs such exterior maintenance, repair or replacement, the cost of such maintenance, replacement or repairs shall be assessed against the Owner as a specific assessment.

## **ARTICLE VI INSURANCE**

Section 1. Patio Homes. Each Patio Home Owner, by virtue of taking title to a Lot subject to this Declaration, acknowledges that the Association has no obligation to provide any insurance for any portion of individual Lots and each Owner covenants and agrees with all other Owners and with the Association that each Owner will carry at all times all-risk casualty insurance on the Lot, all structures constructed thereon, as well as a liability policy covering damage or injury occurring on a Lot. The casualty insurance shall cover loss or damage by fire or other hazards commonly insured under an all-risk policy, if reasonably available, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Upon request by the Association, the Owner shall furnish a copy of such insurance policy to the Association.

## **ARTICLE VII RESTRICTIONS**

Section 1. Residential Use. All Lots shall be used exclusively for residential purposes only and common residential purposes auxiliary thereto and for no other purpose. Only one family may occupy a Lot as a principal residence at any one time. Except as allowed in Section 2 below, no structure shall be erected, altered, placed or permitted to remain on any Lot other

than one single-family residential structure with a garage attached for private passenger automobile, which shall have been approved for qualification or workmanship and materials, harmony of external design with main structure and as to location with respect to topography and finished grade elevations. All garage doors shall be closed and remain closed at all times except when open for vehicle parking. Notwithstanding anything contained herein to the contrary, Declarant shall be entitled, in its sole and absolute discretion, to maintain a sales model/sales office on any Lot until the end of one year after the sale of the last Lot located on the Property.

Section 2. Outbuildings and Vehicles. 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 structure of a temporary nature of an unfinished house shall be used as a residence and no house trailer, modular home, mobile home, recreational vehicle, boat, camping trailer or other similar equipment shall be parked, placed or stored or kept on any Lot or on any street within the Property either temporarily or permanently.

Section 3. Nuisances. 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.

Section 4. Animals. No animals shall be kept, maintained or quartered on any Lot or tract in the subdivision except cats, dogs, rabbits, hamsters or caged birds may be kept in reasonable numbers as pets for the pleasure of Owners so long as said animals do not constitute a nuisance or menace to the neighborhood. No breeding of pets or animals for commercial

purposes shall be allowed. All pets must be kept or maintained inside the residence except when accompanied by the Owner and must be on a leash in compliance with all Greenville County Ordinances.

Section 5. Height of Plantings. Tall shrubbery or hedges shall be trimmed to reasonable limits where traffic hazards may be created.

Section 6. Parking. Each Owner subject to these restrictions shall provide space for the off-street parking of automobiles prior to the occupancy of any building or structure constructed on said Property in accordance with reasonable standards established by the Architectural Committee. Vehicles shall not be parked in any front or side yard except in areas designated as a driveway or parking area. Vehicles in disrepair shall not be stored on the Property. No passenger vehicles without current registration and license tags will be allowed in the subdivision or on any Owner's Lot. Vehicles being repaired out of doors must have work completed within twenty-four (24) hours. Visiting guests only may use paved streets for temporary parking of their vehicles. All Owners must park in designated parking areas on their Lot. No commercial vehicles may be stored or housed on the Property at any time. The Declarant may also direct vehicle Owners to park outside the confines of the Property during the construction phase of any structure or landscaping.

Section 7. Use of Common Area. The Common Area shall not be used in any manner except as shall be approved or specifically permitted by the Association; provided, however, that so long as Declarant owns any Lots, Declarant shall have the exclusive right to use parts of Common Area for sales purposes, including, without limitation, promotional activities.

Section 8. Access to Lots. The Association, its agents or employees shall have access to each Lot from time to time during reasonable working hours, upon oral or written notice to the Owner, as may be necessary for the maintenance, repair or replacement of any portion of the Common Area, or facilities situate upon such Lot which serve another Owner's Lot. Further, in case of any emergency originating in improvements located on a Lot which imminently threatens to cause damage to the improvements on the Lot sharing a common party wall with such Lot, regardless of whether the Owner is present at the time of such emergency, the Association, or any other person authorized by it, shall have the right to enter the improvements on any Lot for the purpose of remedying or abating the cause of such emergency and making any other necessary repairs not performed by the Owners, and such right of entry shall be immediate and shall not be considered a trespass.

Section 9. Open Space placed in Conservation Easement . That portion of the Property shown on the Plat as Open Space was made subject to a Conservation Easement in the Title to Real Estate conveying the Open Space to the Association for the purpose of protection of trees and other natural amenities and vegetation within the Open Space and to ensure that the Open Space remains undeveloped. Upon completion of all construction related work within all developmental easements, including but not limited to all sanitary sewer easements, no trees or natural vegetation located on or in the Open Space shall be removed or destroyed by the Declarant except for the removal of dead or fallen trees. Neither the Declarant, any Owner, or other subsequent contractor or builder shall be granted permission to remove or destroy any trees or natural vegetation within the Open Space without the express written consent of the Association and the Greenville County Planning Department. Notwithstanding the provisions

contained herein, the Grantee shall have the right to: (1) construct and maintain an observation deck adjacent to the pond located within the Property, (2) construct, install and maintain a walking trail within the Property, (3) install and maintain a garden area within the Property for the personal use of any Owner, and (4) plant and maintain grass within the Open Space of the Property, all to be used solely for passive recreational purposes. Nothing contained herein shall be deemed to prevent the Association from conducting normal maintenance of the Open Space and removal of dead or fallen trees as permitted or recommended to ensure its continued use for passive recreational purposes.

Section 10. Signs. No signs or other advertising devices shall be displayed upon any Lot or on the Common Area, the Association Common Area or in the facilities thereon, without prior written permission of the Association. However, Declarant and Owner may post temporary "For Sale" signs, the size, shape and location of which shall be determined by the Architectural Committee in the event a dispute arises over a "For Sale" sign. Additionally, Declarant may post temporary construction signs or directional signs on the Properties until such time as all Lots owned by Declarant have been sold.

Section 11. Plumbing. All plumbing, dishwashers, toilets and sewage disposal systems shall be connected to a central sewer system available to the Lot and all water shall be supplied by central water service available to the Lot.

Section 12. Garbage Containers. All outdoor receptacles for ashes, trash, rubbish or garbage shall be kept, stored or maintained inside the garage of each residence except on days of regular trash pick up clearly visible from the street or roadway.

Section 13. Landscaping. All Owners shall keep their Lots, whether occupied or unoccupied, free of all trash, rubbish, and other debris and shall keep all Lots in a neat attractive condition. Notwithstanding anything to the contrary, the Association shall be exclusively responsible for the maintenance of landscaping in the Common Areas and shall provide maintenance of each Lot described or reserved on the Plat as follows: Mowing all turf areas, edging of all original beds, sidewalks, patios and drives, pruning of all original shrubs and trees, (except where beds have been modified by owner), blowing patios, drives and walks after each cutting. Maintenance will not be performed on any beds that have been modified with annual or perennial plantings or additional shrub plantings. Pre-emergent and post-emergent weed control will be applied a minimum of twice a year with an additional fertilization application.

Section 14. Access. There shall be no overland vehicular access to any Lot except from designated roads lying within the Common Areas or as shown on the Plat.

Section 15. Antennas. No radio or television aerial or antenna or any other external electronic equipment or devices may be installed or maintained on any exterior or roof of any structure erected on a Lot or on the Lot itself except a satellite dish used for receiving television programming not to exceed one (1) meter in diameter and such satellite dish shall be installed on the rear portion of the structure in such a manner that no portion of the structure is damaged in any way and so that the satellite dish is not visible from a street or roadway.

Section 16. Reconstruction. Any building on any Lot which is destroyed in whole or in part by fire, windstorm, flood, or other act of God, or by any intentional act must be rebuilt, or all debris from such building removed and the Lot restored to the condition it was in prior to commencement of construction of such building with reasonable promptness; provided,

however, that any such reconstruction must be commenced within six (6) months from the date of such destruction or if no reconstruction is to occur, then all such debris must be removed and the Lot restored to its prior condition within six (6) months of such destruction.

Section 17. Subdivision. No Lot shall be subdivided or its boundary lines changed without the written consent of the Declarant. However, the Declarant hereby expressly reserves to itself, its successors and assigns, the right to re-plot any Lots shown on the Maps of the development provided that no Lot originally shown on any Map is reduced by more than 20% of its original size.

Section 18. Leasing. No building on any Lot may be leased except in accordance with rules and regulations promulgated by the Association or upon approval by the Declarant.

Section 19. Hazardous Activities. Nothing shall be done or kept on any Lot or in the Common Area which will increase the rate of insurance on the Common Area or Association Common Area or any other Lot without the prior written consent of the Association. No Owner shall permit anything to be done or kept on his Lot or in the Common Area which would result in the cancellation of insurance on any part of the Common Area, or which would be in violation of any law.

Section 20. Regulations. Reasonable regulations governing the use of the Common Area, and external appearance of all structures erected on the Lots may be made and amended from time to time by the Association; provided, however, that all such regulations and amendments thereto shall be approved by a majority vote of the Owners before the same shall become effective. Copies of such regulations and amendments thereto shall be furnished to each Owner by the Association upon request.

**Section 21. Compliance.** In the event that the Owner of any Lot fails to comply with any of the restrictions set forth in this Article or the rules and regulations subsequently promulgated by the Association, the Association shall have the right, but not the obligation, to enter any Lot and undertake any necessary action in order to cure such Owner's default. All expenses and costs incurred by the Association in curing such default shall be charged to the defaulting Owner and shall be payable by such Owner to the Association immediately upon demand and shall constitute a lien on the Lot.

**ARTICLE VIII  
SPECIAL RESTRICTIONS AFFECTING COMMON AREAS**

**Section 1. Purpose.** It shall be the intent and purpose of these restrictions and covenants to maintain and enhance the Common Areas or Association Common Areas, to afford and enhance recreation opportunities, and to implement generally the Ansley Crossing master plan for development.

**Section 2. Buildings.** It is expressly understood and agreed that no building, tent, trailer, or other structure, either temporary or permanent, except as noted elsewhere herein, shall be erected or caused to be placed on the Common Area or Association Common Area except various facilities as may be established by Declarant for the purpose of constructing and selling all Lots in the Development.

**Section 3. Declarant's Rights to Protect Land.** The Declarant shall have the right to protect the Common Area from erosion by planting trees, plants and shrubs where and to the extent necessary or by such mechanical means as bulk heading, or other means deemed



expedient or necessary by Declarant. The right is likewise reserved to the Declarant to take necessary steps to provide and insure adequate drainage ways in the Common Area.

Section 4. Declarant's Right of Entry. The Declarant reserves unto itself, its successors and assigns the right to go on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities in the Common Area. These reservations and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Declarant further reserves the right to locate wells, pumping stations and tanks within the Common Area. Such rights may be exercised by any licensee of the Declarant, but this reservation shall not be considered an obligation of the Declarant to provide or maintain any such utility or service.

Section 5. Prohibition Against Dumping. No dumping of trash, garbage, sewage, sawdust shall occur and no unsightly or offensive material shall be placed upon the Common Area, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as Common Area.

Section 6. No Public Rights. The establishment of the Common Area does in no way grant to the public or to the Owners of any surrounding or adjacent land, the right to enter such Common Area without the express permission of the Declarant.

Section 7. Limitation of Declarant's Obligations. It is expressly understood and agreed that the establishment of the Common Area or the declaration of these Special Restrictions does

in no way place a burden of affirmative action on the Declarant that the Declarant is not bound to make any of the improvements noted herein, or extend to the grantee any service of any kind.

Section 8. Declarant's Actions Permissive. Where the Declarant is permitted by these covenants to correct, repair, clean, preserve, clear out or do any action on the restricted property, entering the property and taking such action shall not be deemed a breach of these covenants.

## **ARTICLE IX**

### **EASEMENTS**

Section 1. Easements In addition to other easements as are shown on the recorded subdivision Plat, a five (5) foot easement and a twenty (20) foot easement are reserved over and across all side and rear Lot lines, respectively, for drainage, utility, cable television, gas, water, power, sewer 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 (5) foot easement and twenty (20) foot easement shall apply only with respect to the exterior lines of such consolidated Lot. Declarant specifically reserves the right to grant specific easements to any utility services listed herein at any time following the date hereof until any specific Lot shall be conveyed by Declarant. Each Owner, by his acceptance of a Deed to a Lot, and the Association by its acceptance of a Deed to the Common Areas, acknowledge such reservations and the rights of Declarant to transfer such easements to the Association or to such utility companies as Declarant

may choose. Except for any portion of the Property designated as Open Space, the easements reserved by the Declarant include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any similar action reasonably necessary to provide economical utility installation and to maintain the overall appearance of the Development. 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.

Section 2. Easement for Landscaping. The Association is hereby granted an exclusive easement for the purpose of landscaping all of the Common Areas and each Lot as are identified on the Plat. The amount, manner and maintenance of said landscaping shall be in the Association's total and absolute discretion.

## **ARTICLE X LOCATION AND SIZE OF IMPROVEMENTS**

Section 1. No Lot shall be re-cut so as to face in any direction other than as shown on the recorded Plat nor shall it be re-cut so as to make any building site smaller than as provided for herein.

Section 2. No residence shall be constructed containing less than 1,200 square feet exclusive of porches, garages and breezeways. In computing the square footage of any residence containing a basement which is finished and heated, one-half (½) credit shall be given. Exceptions to these limitations may be granted by the Architectural Committee if in the opinion

of the Committee that proposed residence would be in keeping with the overall concept of the subdivision.

Section 3. Declarant has the right to install temporary barricade fencing.

Section 4. No residence shall be constructed without having a double car garage which remains permanently as a functional garage.

## **ARTICLE XI MISCELLANEOUS**

Section 1. All residences shall have a special mailbox which will be supplied by the Declarant. Mailboxes shall be maintained in good state of repair by Owners at all times. No changes are to be made to the original style, design or color of the mailbox or post by an Owner.

Section 2. The Declarant shall have the authority to waive any unintentional violations of these Covenants, Conditions and Restrictions.

Section 3. The Property within this subdivision is hereby declared to be a wildlife sanctuary, and all hunting or shooting is hereby prohibited.

Section 4. All garage doors must remain closed at all times, except when in use.

Section 5. No above-ground pool shall be constructed or placed on any Lot.

Section 6. Declarant reserves the right to place additional signs as needed.

## **ARTICLE XII GENERAL PROVISIONS**

Section 1. Enforcement. The Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration, the Articles of Incorporation or By-laws of the Association. In the event that the Declarant, any

Owner, or the Association resorts to litigation to remedy a violation of this Declaration, such Owner, Declarant, or the Association, as applicable, shall be entitled to recover court costs, attorney's fees and expenses incurred in connection therewith, which costs, fees and expenses may be levied as a Special Individual Assessment against the offending Owner's Lot. Failure by the Association or by 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. The Association shall have the right to request that law enforcement, public safety and animal control officers come on the Properties to facilitate the enforcement of the laws, codes and ordinances of any governmental authority. In addition to the remedies hereinabove set forth, the Association may, after providing the Owner with notice of the violation and further giving the Owner a reasonable opportunity to cure the violation, levy a reasonable fine against the Owner as determined by the Board of Directors, not to exceed \$100.00 per day until the violation is cured. The total amount of any such unpaid fine together with attorney fees and costs shall constitute a lien against the Lot and the Association may thereafter bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot as prescribed by the laws of the State of South Carolina.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by

not less than seventy-five (75%) percent of the Lot Votes as provided for in Article II Section 2, and thereafter by an instrument signed by not less than seventy (70%) percent of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property may be annexed to the Properties. The Declarant shall have the express right to use any Lot or Lots owned by the Declarant as a street or streets to have access to adjoining Properties so as to make said Property a part of this subdivision and subject to these restrictions by amendment. The Declarant shall further have the right to convey Lot/Lots or other Property to the Homeowner's Association for use of the residents of this subdivision as Common Property to be controlled by the Homeowner's Association.

Section 5. Special Provisions Concerning VA and HUD. In the event the Declarant shall seek to obtain approval of the Declaration and a plan of development of the Properties in order that the Lots will be eligible for loans approved, guaranteed or insured by the Veterans Administration ("VA") or the Department of Housing and Urban Development ("HUD"), or other governmental agency, it is possible that such agency or agencies will require changes in this Declaration in order to make the Lots eligible for such loans. In such event, Declarant, without the consent or approval of any other Owner, shall have the right to amend this Declaration, and the amendment shall become effective upon recordation of the amendment in the RMC Office of Greenville County, South Carolina. Each Owner and his respective mortgagees and shall not affect the property rights of any Owner or mortgagee.

Section 6. FHA/VA APPROVAL. As long as there is Class B Membership, the following actions require the prior approval of the Federal Housing Administration or the

Veterans Administration: annexation of additional properties, dedication or mortgaging of  
Common Area, and amendment of this Declaration.

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 26 day of June, 2009.

WITNESSES:

WINDSOR/AUGHTRY COMPANY, INC.

Gayzell L. Baye

By: [Signature]

Karen M. Kell

Its: President

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF GREENVILLE    )

**PROBATE**

PERSONALLY APPEARED before me the undersigned witness who, after being duly sworn, says that (s)he saw the within Declarant, seal, and as its act and deed deliver the within written Declaration of Covenants, Conditions and Restrictions and that (s)he, with the other two witnesses subscribed above, witnessed the execution thereof.

Gayzell L. Baye  
Witness

SWORN to and Subscribed before me this 26 day of June, 2009.

Karen M. Kell  
Notary Public for South Carolina  
My Commission Expires: 2/27/2012

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