

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by The Groves Homes Association, a corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Richland County, South Carolina, which is more particularly described as:

All that certain tract of land in Richland County, South Carolina, being shown as Block E on a plat prepared for the Groves Company (a limited partnership) by Palmetto Engineering Company, dated May 14, 1971, revised July 7, 1971, and being recorded in the Office of the Clerk of Court for Richland County in Plat Book X at page 1618; said tract of land having the following metes, courses, measurements and boundaries, to-wit: BEGINNING at an iron at the Southeasternmost corner of said property which iron is 100.1 feet S 28° 29' E of an iron on the southern boundary of Grove Park Lane; thence from said point of beginning S 66° 22' W for a distance of 289.7 feet to an iron; continuing S 66° 22' W for a distance 143.0 feet to an iron; thence turning and running along Block "D" as shown on said plat N 36° 20' W for a distance of 308.9 feet to an iron; thence continuing N 36° 30' W for a distance of 90 feet to an iron which iron is on the Southern boundary of Cactus Avenue as shown on said plat; thence turning and running along the Southern boundary of Cactus Avenue N 53° 17' E for a distance of 149 feet to an iron, thence continuing along said boundary N 53° 17' E for a distance of 118 feet to an iron; thence continuing along said boundary N 64° 37' E for a distance of 39.3 feet to an iron; thence continuing along said boundary N 64° 37' E for a distance of 50.3 feet to an iron; thence continuing said boundary N 64° 37' E for a distance of 134.8 feet to an iron; thence turning and running along property designated as "RESERVED" on said plat S 28° 29' E for a distance of 82 feet to an iron; thence continuing along said property S 28° 29' E for a distance of 128 feet to an iron; thence continuing along said property S 28° 29' E for a distance of 100 feet to an iron; thence continuing S 28° 29' E for a distance of 50.3 feet to an iron; thence continuing S 28° 29' E for a distance of 100.1 feet to an iron this being the point of BEGINNING.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to the Groves Homes Association, its successors and assigns.

Section 2. "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 Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought with the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All that land with improvements thereon, situate, lying and being in Richland County, South Carolina, designated "common area" as shown on a plat of Block "E" prepared for The Groves Company (a Limited Partnership) by Palmetto Engineering Company, dated May 14, 1971, revised July 7, 1971, and recorded in the Office of the Clerk of Court for Richland County in Plat Book X at page 1618.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

ARTICLE II  
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which 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 admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use the recreational facilities by an owner for any period during which any assessment against his/her Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulation.

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by at least *sixty percent (60%)* of the members, agreeing to such dedication or transfer, has been recorded.

(d) the right of individual owners to the exclusive use of parking spaces as provided in this Article.

(e) the right of the Association, with the assent of *sixty percent (60%)* of members, to mortgage, pledge, deed in trust or hypothecate any or all of its real personal property as security for money borrowed or debts incurred; provided, however, that the rights of any such mortgagee shall be subordinate to the rights of the Owners.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his/her rights of enjoyment of the Common Area and facilities to the members of his/her family, his/her tenants, or contract purchasers who reside on the property.

Section 3. Parking Rights. Ownership of each Lot shall entitle the owner or owners thereof to the use of two (2) automobile parking spaces, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. Parking shall be restricted to said designated parking areas and to standard passenger vehicles except as approved by The Board of Directors. Parking and/or storage of non-operational vehicles is prohibited and all the vehicles must bear valid and current tags and registration. The Board of Directors shall reserve the right to restrict vehicle maintenance performed in the Groves.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. 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 among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

#### ARTICLE IV

#### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. 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 personal obligation for delinquent assessments shall be cancelled upon payment of the corresponding property lien or vice versa.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the exterior maintenance of the homes situated upon the Properties or for the use of enjoyment of the Common Area, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Area,

~~the procurement and maintenance of insurance in accordance with the By-Laws, the payment of charges for water furnished and water and sewer services rendered to the Properties, the employment of attorneys to represent the Association when necessary, and such other needs as may arise.~~

Section 3. Maximum Annual Assessment.

(a) The maximum annual assessment for the fiscal year immediately following the conveyance of the first Lot to an Owner and for each fiscal year thereafter shall be established by the Board of Directors and may be increased by the Board of Directors without approval by the membership by an amount not to exceed five (5%) per cent of the maximum annual assessment of the previous year.

(b) The maximum annual assessment for the fiscal year immediately following the conveyance of the first Lot to an Owner and for each fiscal year thereafter may be increased without limit by a vote of *sixty percent (60%)* 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 as herein provided.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any fiscal year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property or specific expenditures for the common good of the Association related thereto, provided that any such assessment shall have the assent of *sixty percent (60%)* of the votes of members who are voting in person or by proxy at the meeting duly called for this purpose. All special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 5. 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 30 days nor more than 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%) per cent of the eligible voting membership shall constitute a quorum. If the required 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 (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Except as hereinafter provided in Section 7, all annual assessments shall be fixed at a uniform rate for all Lots and shall be collected at the beginning of the fiscal year except that the option of monthly payments may be extended to member whose regime fees are current *and who have a consistent history of being current.*

Section 7. Water and Sewer Charges. The Association shall remit payment to the City of Columbia or County of Richland or to such other proper authority of proper charges for water furnished and water and sewer services rendered to the Properties.

Section 8. Date of Annual Assessments: Due Dates: The annual assessments provided for herein as to all Lots shall begin on the first day of the first month in the fiscal year. At least, thirty (30) days in advance of each annual assessment period, the Board of Directors shall fix the amount of the annual assessment 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.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association: Any assessment not paid within *fifteen (15)* days after the due date shall bear interest from the due date at the rate of eight (8%) per cent per annum *or shall have a late fee imposed in the amount of fifteen dollars (\$15.00) per month, whichever is greater.* The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property; interest, costs, and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise

escape liability for the assessments provided for herein non-use of the Common Area or abandonment of his/her Lot.

Section 10. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any mortgage, mortgages, deed of trust or deeds of trust. Sale or transfer of any Lot shall not affect the assessment lien or lien provided for in the preceding section. No such sale or transfer shall relieve such Lot from liability for any prior unpaid assessments or assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any mortgage, mortgages, deed of trust or deeds of trust.

## ARTICLE V

### 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 Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

## ARTICLE VI

### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law

regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, an Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his/her negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

## ARTICLE VII

### EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: Paint, repair, replace and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces; doors; screens; mailboxes; exterior lights; outdoor carpet;

*water cutoff valves and faucets; or cosmetic flaws caused by shifting or cracking foundations, since the foundations are the homeowners responsibility.* 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. *It shall be the homeowner's responsibility to water-seal the interior of any unit.*

In the event that the need for maintenance, repair, or replacement is caused through the willful, or negligent act of the Owner, his/her family, guests, or invitees, or is caused by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircrafts, vehicles, and smoke, as the foregoing are defined and explained in South Carolina Standard Fire and Extended Coverage insurance policies, the cost of such maintenance, replacement, or repairs, shall be added to and become a part of the assessment to which such lot is subject.

#### ARTICLE VIII

#### USE RESTRICTION

Section 1. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling consistent with surrounding dwellings.

Section 2. Dwelling Specifications. No dwelling shall be permitted, costing less than the current building costs for surrounding dwellings.

Section 3. Nuisance. No noxious or offensive activity shall be conducted upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 4. Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided they are not kept or maintained for commercial purpose.

Section 5. Outside Antennas. No outside radio or television antennas shall be erected on any Lot or

dwelling unit within the Properties unless and until permission for the same has been granted by the Board of Directors of the Association or its architectural control committee.

Section 6. Clothes Drying. No drying or airing of any clothing or bedding shall be permitted outdoors on any Lot within the Properties except on patio enclosure, and clothes hanging devices such as lines, reels, poles, frames, etc., shall be stored out of sight when not in use.

## ARTICLE IX

### EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

## ARTICLE X

### GENERAL PROVISIONS

~~Section 1. Enforcement.~~ 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 this Declaration. 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.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise 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 ten (10) years from the date the original Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by a vote

of not less than sixty percent (60%) of the Lot Owners, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein. If the required number of homeowners are not present, another meeting may be called subject to the same notice requirement, and the required number of homeowners at the subsequent meeting shall be one-half (1/2) of the required number at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. Any amendment must be properly recorded.

IN WITNESS WHEREOF, the undersigned THE GROVES HOMES ASSOCIATION, a corporation, has caused this instrument to be executed by its President, Margaret N. O'Shea, this 5th day of June, 2000.

WITNESSES:

sl Deborah Thompson  
sl Hazel Mercer

THE GROVES HOMES ASSOCIATION, a Corporation

BY: sl Margaret N. O'Shea  
Margaret N. O'Shea, President