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STATE OF SOUTH CAROLINA)
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AMENDED AND RESTATED DECLARATION
OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR THE ENCLAVE AT FAIRVIEW FARM
(formerly "Wendswept Plantation")

DEE-2013-49747
Recorded 30 Pages on 10/25/2013 4:02:51 PM
Recording Fee: \$36.00 Documentary Stamps: \$0.00
Office of Register of Deeds, Spartanburg, S.C.
Dorothy Earle, Register



WHEREAS: Wendswept, Inc. as "Developer" created a subdivision known as "Wendswept Plantation" and recorded certain Declaration of Covenants, Restrictions and Easements on May 24, 1995, in the Register of Deeds Office for Spartanburg County in Deed Book 62-V, at Page 127 (the "Original Covenants"); and,

WHEREAS: The Original Covenants applied to certain real property comprising Wendswept Plantation as set forth and described in the Covenants (hereinafter referred to as the "Property"); and,

WHEREAS: The Original Covenants have been duly amended by Amended Declaration of Covenants, Restrictions and Easements recorded in the Register of Deeds Office for Spartanburg County in Deed Book 96-M, at Page 92, and Deed Book 98-K, at Page 899; and,

WHEREAS: pursuant to the Original Covenants, as amended, the undersigned owners of the lots contained within Wendswept Plantation subject to the Original Covenants, desire to amend and re-state the Original Covenants as set forth herein; and,

WHEREAS: the undersigned comprise at least 60% of the lot owners within Wendswept Plantation;

NOW THEREFORE, the undersigned lot owners do hereby warrant, covenant and agree as follows:

1. The name of "Wendswept Plantation" shall be changed and shall hereinafter be referred to and known as "The Enclave at Fairview Farm".
2. All documentation and references to "Wendswept Plantation" shall hereinafter apply to and refer to the newly named "The Enclave at Fairview Farm".
3. The Original Covenants shall be amended and changed so that after amendment, the Covenants shall read as follows:

DECLARATION OF COVENANT RETRICTIONS AND EASEMENTS

WHEREAS, Wendswept, Inc. has previously taken steps to create a subdivision now known as The Enclave at Fairview Farm, located in Campobello, South Carolina ("The Enclave"); and,

WHEREAS, the owners of the lots located in The Enclave, wish to perpetuate the orderly and desirable development of the real property comprising The Enclave;

NOW, THEREFORE, the lot owners, in consideration of the premises herein, do hereby declare that these covenants (the "Covenants") shall apply to and run with the land described below and shall apply to all conveyances of any of the property described as follows:

All those pieces, parcels and lots of land located in Spartanburg County, South Carolina, comprising the development formerly known as WENDSWEPT PLANTATION, consisting of that real property conveyed by James R. Davis and Barbara G. Davis to Wendswept, Inc., by deed dated September 23, 1994, and recorded October 17, 1994, in Deed Book 61-Z. at Page 156. in the Register of Deeds Office in Spartanburg County (the "Property")

DEFINITIONS

"Lot" shall mean and refer to any individually numbered parcel of land subject to the Declaration as shown on the Plats of the subdivision. .

"Association" shall refer to the non-profit corporation formed pursuant to the Covenants and presently known as "The Enclave at Fairview Farm Homeowners' Association, Inc."

"Property" shall refer to property described above together with or consisting of all Lots within the Property.

"Owner" or "Lot Owner" shall refer to the owner of record of each Lot.

"Quorum" shall refer to the presence, in person or by real-time audio link, of the Owners of at least sixty (60%) percent of the total Lots comprising THE ENCLAVE. A Quorum must be present to conduct any binding business of the Association. A vote of the owners of sixty (60%) percent of the lots comprising the Quorum must vote in the affirmative for an action of the Association to be binding unless a different vote is required herein or by law. Any Lot Owner may, by written proxy, designate an agent to cast his vote. No proxy shall be honored until delivered to the Secretary of the Association.

"Special Assessments" are expenses of the Association for the purpose of defraying, in whole or in part, the cost for promoting the recreation, health, safety and welfare of the Homeowners and the preservation of properties of the Association and the Lot Owners.

"Dues" shall refer to annual assessments for each Lot owned.

"Assessments" shall refer to Special Assessments and Dues.

"Supermajority" - an instrument signed by or the vote of, or other consent by the Owners of at least 75% of the Lots.

ARTICLE I

A. A South Carolina non-profit corporation now known as the "THE ENCLAVE AT FAIRVIEW FARM HOMEOWNERS ASSOCIATION, INC. has been formed for purposes consistent with these Covenants (hereinafter referred to as the "The Association"). All owners of individual lots within THE ENCLAVE shall by virtue of this ownership be members of the Association. The purpose of the Association is to preserve the values and amenities of The Enclave. To that purpose the Association shall establish and maintain such by-laws and adopt such policies and procedures as are reasonably necessary to accomplish the following:

1. Establish a Board of Architectural Review to ensure appropriate improvement of the various lots and recreational facilities within the Development. This Board of Architectural Review shall be made up of three duly elected members of the Association who shall serve for 1 year.
2. Operation and maintenance of the unpaved roads, riding trails, easements and private paved roads will be the responsibility of the Association. Paving of any portion of unpaved roads is the sole responsibility of the Lot Owners who are contiguous to these sections.
3. Acquisition of properties, structures, signage, equipment and plantings for the general benefit and well-being of the Lot Owners.
4. Establishment of Assessments and their collection from the Lot Owners and others who use the facilities and properties owned and/or operated by the Association.
5. Adoption, publication, and enforcement of such rules and regulations as the Association deems to be for the common good of the Lot Owners.
6. Should the Association deem it desirable to dedicate the roads within the development to the use of the public, then the Association shall be responsible for improving said roads to such an extent that the same will be sufficient to meet the requirements of the appropriate government agencies. To accomplish the same, the Association shall have the right to levy proportionate fees against the member of the Association in accordance with its by- laws.

ARTICLE II

GENERAL COVENANTS

A) APPLICATION OF GENERAL COVENANTS. Unless otherwise specified each of the covenants set forth herein shall apply to all of the Lots and any other lands within the Property.

B) GRANDFATHER CLAUSE. Existing structures and their current use will be grandfathered in to this document and are not subject to the restrictions contained herein. Notwithstanding the foregoing all repair, modification, alteration, expansion or work on any existing structures after the date hereof shall be fully subject to the terms hereof.

C) LOT RESTRICTIONS. All Lots are hereby restricted to residential, equestrian and agricultural farm use and no structure shall be erected, placed, altered or permitted to remain on any Lot other than one single family dwelling, and any other accessory structure customarily incidental to the residential, equestrian or agricultural farm use of such Lots or as otherwise allowed in these Covenants.

D) ARCHITECTURAL REVIEW. No structure may be erected, modified or expanded on the property, nor significant landscaping done, nor any addition or alteration to any existing building be made, until the proposed building/landscaping plans, specifications, materials, plot plan, and construction schedule have been submitted to the Board of Architectural Review. Such approval must be in writing.

E) SITING. No structure shall be built nearer than seventy-five (75) feet to the outer boundary of any Lot or any combinations of Lots or Lots and tracts owned by the same Lot Owner. NO building or other structure of any type shall be located on any Lot without the prior written approval of the Board of Architectural Review, which approval shall not be unreasonably withheld. The Board of Architectural Review has the duty and the right to approve site locations for all buildings, taking into consideration large trees, buildings already in place, together with scenic, aesthetic and environmental considerations.

F) SUBDIVISION OF LOTS. No Lot may be subdivided by the Lot Owner into Lots containing less than 11 acres each and all new Lots so created shall be fully subject to these Covenants in all respects. Any subdivision of any Lot or portion of the Property must first be approved in writing by the Association.

G) HOUSE SIZE. No primary residence or dwelling shall be erected on any Lot, unless said residence or dwelling be constructed with a minimum of 2,400 square feet of enclosed heated dwelling area. This does not include garages, terraces, decks, porches, patios or similar areas.

In addition to the single-family residence, there shall be allowed, with the approval of the Board of Architectural Review one garage or one detached apartment, not to exceed 900 square feet of heated area to be provided for gratuitous use.

H) SERVICE YARDS. All garbage receptacles, electric and gas meters, heat pumps, water pumps, fuel tanks, clothes lines, wood piles, and other unsightly objects must be placed or stored in safe, landscaped or fenced or screened-in areas to conceal them from view from surrounding roads, and adjacent properties.

I) PETS. Any domesticated animal(s) kept on or about the premises shall be well maintained at all times and be under the control of a responsible person. Domesticated dogs and cats shall be allowed to be kept on the Lots. No livestock (including, but not necessarily limited to cattle, sheep, goats, pigs, or llamas) or fowl operations will be allowed.

J) HORSES. While horses shall be allowed to be maintained on any Lot, a minimum of 2 acres is required for each horse on a Lot. The maximum number of horses on any Lot will be 15.

K) FENCING. All fencing whether bordering county maintained roads or interior to the property must be approved by the Architectural Review Board. The intent of fencing restrictions is to provide for uniformity and continuity. Such fencing shall be properly maintained by the homeowner and kept in good repair.

L) TREE REMOVAL. No tree on any Lot that is 12 inches in circumference or more, may be intentionally removed or destroyed except with the prior approval of the Architectural Review Board.

M) EXTERIOR LIGHTS AND FLAGS. No commercial lights, search lights, light poles, signs, or banners may be erected on the property except as approved by the Board of Architectural Review.

N) OTHER BUILDINGS AND VEHICLES.

1. No mobile homes, home trailers or residence trailers of any kind shall be allowed on the property. Campers, recreational vehicles, utility trailers, boats and trailers must be stored either entirely within a garage or barn or parked in such a manner that they are not visible to surrounding neighbors or from roads and rights of ways. In any case none of these vehicles may be lived in while on the premises, except while owner is building a permanent residence on the Lot.

2. No school buses, commercial trucks or any type of commercial vehicles may be brought upon or habitually parked overnight upon any street or lot except in a garage sufficient to house the same.

3. No all-terrain vehicle or off-road motorcycle shall be used for recreational purposes within the Property.

4. No motorcycles may operate on the Property unless the same are fully licensed under and are being operated consistent with applicable South Carolina Law.

5. Golf carts are an acceptable means of transportation.

6. Unless otherwise designated, speed limit on all streets in the subdivision shall be 30mph for all vehicles.

O) HUNTING. No hunting of any type will be permitted on the Property, nor the willful discharge of firearms be permitted thereon without prior approval of the Association. Organized Fox Hunting and traditional activities such as "Fox Hunts" and "Beagling" be allowed only upon prior written approval of the Association.

P) NOXIOUS OR OFFENSIVE OR INAPPROPRIATE ACTIVITY. No noxious or offensive or inappropriate activity shall be allowed upon any lot or property. No nuisance shall be permitted or maintained or allowed to continue upon any portion of the Property.

Upon a decision by the Association, the party responsible for the Noxious, Offensive or Inappropriate Activity will be contacted by the Association in writing to cease such activity. If such activity is not immediately curtailed, the Association may take legal action against the offending party.

Q) PERMITTED ACTIVITIES. The following activities shall be permitted on the Property and any of the Lots thereof:

1. Equestrian activities including, but not necessarily limited to fox hunts, horse shows, festivals, competitions, boarding of horses, training of horses (including the employment of a full-time, on-premises trainer), equestrian clinics and the like. Any Lot Owner who provides equestrian activities will hold the Association and its Lot Owners harmless for any equestrian activity and shall provide proof of liability insurance which names the Association as an "additional insured" under said policy. Failure to provide such proof of Liability Insurance does not excuse nor relieve the Lot Owner from full responsibility under the hold-harmless requirement. More than 2 equestrian events per month (or 24 per year) will require written approval of the Association.
2. Farming activities as approved by the Association in writing on a case-by-case basis.

ARTICLE III

SPECIAL COVENANTS

A) NATURE TRAILS, BRIDLE PATHS AND CARRIAGE LANES. Many of the property boundaries are restricted by deed or plat so as to not allow any fencing within 25 feet of a property line thus producing an area for trails, bridle paths or carriage lanes. Other Lot Owners have by deed, easement, right-of-way or other grant of use have allowed certain trails or bridle paths to be available for use of Lot Owners or others. The following restrictions shall govern the use and maintenance of said trails, paths and lanes ("Nature and Riding Trails").

1. The Nature and Riding Trails shall be available for use by Lot Owners and their guests according to rules and regulations adopted by the Association. The Association shall have the right to revoke the right of any Lot Owner or its Lessee or Guest to use the Nature and Riding Trails if said person(s) violate the rules or regulations governing their use.

2. ALL USE OF NATURE AND RIDING TRAILS SHALL BE FOR THE PLEASURE OF THE USER ONLY, AND SHALL BE AT THE USER'S OWN RISK. The Association may require any guest who uses the trails to sign a form that

(a) acknowledges assumption of risk,

(b) agrees to hold harmless and indemnify the Association, and the Lot Owners from any liability that may occur as a result of the use of the Nature and Riding Trails;

(c) recognizes that such use is by permission and license only which may be revoked at any time and is not invitation; and,

(d) agrees to abide by any rules and regulations of the Association Regulating the use of the Nature and Riding Trails

B) MAINTENANCE OF NATURE AND RIDING TRAILS. The Association shall maintain the Nature and Riding Trails to the extent it has received proper permission or authority to do so under the applicable documents. The Association and the Lot Owners shall strive to keep a high standard on Nature and Riding Trails and all attempts will be made to limit and repair potential erosion damage, maintain clearance from overhead branches and to keep the grass and brush cleared on a regular basis. The Lot Owners will maintain the roadside green areas of twenty-five feet along all road boundaries that will be used as a part of the Nature and Riding Trails. The Association reserves the right to maintain Nature and Riding Trails on any Lot which are not being maintained by the Lot Owner in violation of these Covenants, which costs will be reimbursed to the Association by the Lot Owner upon receipt of an invoice for the same. Failure to reimburse these costs shall be deemed a default under these covenants and allow the Association to take action to collect these costs as provided for the collection of assessments hereunder.

C) UTILITIES. All electric, telephone, TV, internet, and other utility cables will be placed underground.

D) COVENANT FOR ASSESSMENTS. Each Lot Owner for himself, his heirs, successors and assigns, by acceptance of a deed or other conveyance for any Lot hereby covenants and agrees that he will pay to the Association, hereinafter provided for, the Assessments which may or shall be levied by the Association against Lots within the subdivision, that he shall be personally liable for Assessments which become due while he is the Owner of each Lot being assessed, and that the Dues shall become, upon the filing of this Declaration, a charge against and be secured by a continuing, lien upon the Lot of such owner.

The Dues shall be used for the payment of the purchase price for, improvements and taxes on common property, the maintenance and upkeep of Nature and Riding Trails as set forth herein, the maintenance of all roads within the subdivision to the extent they are to be maintained by the Association, operational expenses of the Association, insurance, the payment of principal and interest on loans to the Association, for the payment of any street lighting within the subdivision, and for any other purpose, cost or expense reasonably related to the performance of any duty or responsibility of the Association.

For the purpose of providing funds for these uses the Association shall assess each Lot, a charge which shall be uniform with respect to each Lot ("Dues"). The charge shall be levied once per calendar year and shall be in an amount established by the Association. Special Assessments for specific purposes not covered by the Dues shall be adopted by the Association and shall be deemed and included as "Special Assessments" hereunder. Any Special Assessment of more than \$1,000 annually per Lot will require an instrument signed by a Supermajority of Lot Owners. No more than fifty percent (50%) of any Special Assessment may be used for maintenance of roads.

As such time as the Association may determine, the Association shall send a written statement to each owner at the address shown upon the Lot Owners deed as the "grantee's address". The written statement shall set for the amount of the Dues for the current year and amount of Assessments (if necessary) the time period for payment thereof and the interest rate to be charged for late payments thereof. Each Assessment shall be due and payable and shall become delinquent on dates to be established by the Association, but no less than sixty (60) days after such written statements are mailed. The Association may establish payment procedures to allow payment of the Assessment in increments during the year the Assessment is made.

UPON WRITTEN DEMAND BY AN OWNER, THE ASSOCIATION SHALL ISSUE A WRITTEN CERTIFICATE STATING THAT ALL ASSESSMENTS HAVE BEEN PAID OR IF ALL ASSESSMENTS HAVE NOT BEEN PAID, SETTING FOR THE AMOUNT THEN DUE AND PAYABLE. ANY SUCH CERTIFICATE SHALL BE CONCLUSIVE AND BINDING WITH REGARD TO ANY MATTER THEREIN STATED AS BETWEEN THE ASSOCIATION AND ANY BONAFIDE PURCHASER OR ENCUMBRANCER OF THE LOT IN QUESTION.

If any Assessment becomes past due and delinquent, then such amount, together with a late fee of \$150.00, interest at the legal rate, and any cost of collection thereof shall be a charge and a continuing lien on the Lot and all improvements thereon against which each such Assessment is made in the hands of the then member or Lot Owner, his heirs, successors and assigns. Furthermore, such past due amount, plus penalty, interest and costs as above provided, shall continue to be the personal obligation of the Lot Owner at the time when the Assessment first became due and payable. Such Lot Owner's successors in title shall not be personally obligated to pay past due Assessments unless expressly assumed by them, but such amounts shall continue to constitute a lien against the property until paid.

If any Assessment is not paid within thirty (30) days after the past due date, the Association may bring an action against the Lot Owner personally obligated and/or an action to foreclose the lien against the Lot. In such event, there shall be added to the amounts due hereunder a reasonable attorney's fee and the costs and expenses related to such action. If judgment is obtained, the amount of such judgment shall accrue interest at the rate above provided.

The Association may suspend the rights and easements of enjoyment in the Property of any Lot Owner, tenant or guest of any Lot Owner for any period during which the payment of any Assessment against the Lot owned by such Lot Owner remains delinquent, or for breach of its published rules and regulations or of the terms of this Declaration. The Association may likewise suspend providing a service to or performing a function for any member for the same reasons. Any such suspension shall not constitute a waiver or discharge of the Lot Owner of member's obligation to pay the Assessment or to abide by such rules and regulations or the terms hereof.

All property owned by the Association shall be exempt from the payment of Assessments and the lien of Assessments created herein.

E) The Association shall have the sole right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed. The Association shall be entitled to recover any costs and fees incurred in enforcing these Covenants,

including a reasonable attorneys fee. Failure of the Association to enforce these Covenants shall not be deemed a waiver of the right to do so thereafter. Invalidation of any one of these covenants or restrictions shall in no way affect any other provisions, which shall remain in full force and effect.

F) Except as otherwise provided herein, the covenants and restrictions contained herein shall run with and bind the land for a period of 10 years from the date hereof, after which time they shall automatically extend for successive periods of 10 years. These restrictions may be amended by instrument signed by a Supermajority .

G) In the event that the Association upon a vote of the Owners of at least 75% of the Lots should ever wish to dedicate its streets, rights of way and drainage system to the public and/or County of Spartanburg, then, at such time and prior to the drainage easements for maintenance, the Association would be required to meet all requirements of the County of Spartanburg or such other public body to which said streets, rights of way, and drainage system might be dedicated.

IN WITNESS WHEREOF, the undersigned Lot Owners, (being Lot Owners of at least 60% of the Lots covered by these Covenants have hereunto set their respective hands and seals as of this the 29th day of April, 2013, by signing and attaching hereto a separate Signature Page which are attached hereto and incorporated herein by reference.

Witnesses:


Owners of Lot #8: