

STATE OF SOUTH CAROLINA  
COUNTY OF SPARTANBURG

RESTRICTIONS FOR  
THE SANCTUARY AT RIVERBEND PHASE I

THIS DECLARATION is made this \_\_\_\_\_, by Riverbend Partners, LLC, hereafter called the "Developer".

WITNESSETH

WHEREAS, Riverbend Partners, LLC, is the Developer and Owner of certain real property described on Plats recorded in Plat Book 184 Pg. 33-33A (2 pages) hereafter known as, Phase I (lots 1-14). Riverbend Partners desires to create a residential community, to provide for the preservation of the values and amenities of said community, and, to this end, desires to subject the real property described in Phase I The Sanctuary at Riverbend and shown on Plat in Exhibit A attached, to the covenants, restrictions, easements, charges, and liens hereafter set forth, each and all of which is and are for the benefit of said property and each owner thereof,

NOW, THEREFORE, Developers declare that the real property described on Plat known as The Sanctuary at Riverbend, Phase I, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens (sometimes referred to as "Covenants and Restriction") hereafter set forth.

## **ARTICLE 1**

**BOARD / ARCHITECTURAL REVIEW COMMITTEE (Hereafter known as ARC)**

1. PURPOSE AND APPOINTMENT: In order to enhance the aesthetic quality of the Property, protect the natural beauty of the environment, secure and enhance confidence and security to owners and nurture tasteful and well appointed improvements, Developer may establish an Architectural Review Committee. The persons who shall serve on the Committee shall be appointed by the Developer for such terms and under such conditions as shall be determined exclusively by the Developer. The persons serving on the Committee are not required to own property in the development, nor are they required in any way to be affiliated with it. The primary function of the Committee shall be to review, approve or disapprove final construction plans and proposals for improvements upon the property. The Committee may consult and advise the Owners, their architects, contractors or builders concerning the merits of the construction plans and recommend, if required, any changes or modifications which may be necessary for the plans to meet approval.

2. AUTHORITY: Subject to the ultimate control of the Developer or its appointees, the committee is vested with legal authority by the Developer or its appointees to enforce the terms of this Declaration and to prevent any improvements which would detract from the aesthetic quality of the development or tend to diminish property values, or which the Committee otherwise deems contrary to the best interests of the development. The Committee shall have broad, flexible discretion in carrying out its duties. The Committee shall have authority: (a) to control, approve and disapprove all building improvements.

(b) to adopt and implement building and design standards; and (c) to apply and enforce the terms of this Article and any other provision hereof relating to construction of improvements upon the property.

3. BOARD APPOINTMENT:

Subject to the ultimate control of the developer. The first board will be selected by the developer from owners within The Sanctuary at Riverbend. This first appointment will be for a two-year term. At this point, the board may replace any ARC committee appointed by the developer and the two may become one. The board will consist of three property owners. At the end of this first two-year term, the board is then selected by the majority owners in The Sanctuary at Riverbend.

ARTICLE II  
RESTRICTIONS:

1. RESIDENTIAL USE: All lots shall be used only for residential purposes. No multi-family housing included but not limited to duplexes, tri-plexes and town homes to be allowed at any time. The developer or his appointees reserve the right to approve an attached or detached mother-in-law suite or garage apartment, but this must be approved in writing.

2. WRITTEN APPROVAL REQUIRED: Except as otherwise stated herein, no home, garage, barn, or fence shall be commenced, erected or maintained upon the property, nor shall any exterior addition to any existing structure or change or alteration thereto be done, until plans and specifications thereof showing the nature, kind, shape, basic exterior finishes, site location, and all elevations on all sides of the structure, containing the names of the builder or contractor and the owner and have been submitted to and approved in writing by the developer or his appointees.

3. BUILDING STANDARDS: All construction and improvements must meet or exceed the minimum residential building standards set forth in various Codes and publications by the Spartanburg County Building Codes Department and the Council of American Building Officials for Single Family Dwelling Units, of or any successor organization.

The Developer shall have authority to adopt and enforce such standards and guidelines as are necessary and reasonable to assure the continued consistent development of the property. The minimum square footage of any residential structure shall include at least 2,000 heated square feet. This does not apply to any approved mother-in-law-suite or garage type apartment which may be less heated footage but these must be approved by the developer or its appointees.

4. BUILDING LINES: All buildings must be set back from the front a minimum of one hundred (100') feet from the front lot line, a minimum of ten (10') feet each side line and one hundred (100') feet from the rear lot line. The Developer or his appointees reserves the right to allow building set back variances if needed.

5. BUILDING MATERIALS: Exterior finished to be Brick, Stone, Stucco, Cement Board, Wood or Metal. Vinyl may be approved by the Developer or his appointees for gables, boxing, porch ceilings, etc. Roofing materials may be architectural shingles or metal. The Developer and its appointees reserve the right to approve other building materials if needed.

6. DETACHED GARAGES/BARNES: Due to the nature of the property, it is necessary that detached garages/barns be constructed in a workman like manner and be completely finished on the exterior with materials that match or blend with the residential dwelling on the lot. All detached garages/barns must be located behind the rear corners of the residence and approved in writing by the Developer or his appointees.

7. FENCING: Due to the unique nature of the property, all fencing must be approved by the Developer or its appointees. No barbwire, wire mesh, or single strand fencing to be erected on lots 1-11 unless in conjunction with wooden or vinyl board type fencing. Chain-link fencing may be approved and utilized for dog runs and in certain areas to be approved by the Developer and its appointees. This type fencing may be approved for parts of the other larger tracts.

8. ANIMALS: Household pets such as dogs, cats, etc. may be kept on any lot provided they are contained within owner's said property. The owner shall be responsible for the control and conduct of such household pets so that they are not an annoyance, hindrance, or nuisance to others.

A. Specific Grazing/Farm Type Animals Addressed as Follows: Total number of any grazing/farm type animals including but not limited to horses, goats, cows, mules/donkeys are dependent upon number of acres owned. There are to be no more than 2 total grazing/farm animals per 5 - 9.99 acres of land owned. There are to be no more than three total grazing/farm animals per 10.0 - 14.99 acres of land owned. Grazing/farm type animals include but not limited to horses, goats, cows, mules/donkeys. Any other animals not listed above may be approved by the Developer or its appointees.

B. Absolutely no pigs or wild animals allowed on the property.

C. POULTRY: No more than six poultry are allowed per 5 – 9.99 acres of land allowed. No more than twelve poultry are allowed per 10.0 – 14.99 acres of land owned.

D. No commercialized livestock operations of any kind allowed.

9. DRIVEWAY REQUIREMENTS: All driveways may be gravel, paved, or concrete.

10. SIGNS: No owner shall display or cause or allow to be displayed to public view any sign, placard, poster, billboard or identifying name or number upon any lot for any business or commercialized purposes whether on or off site operations.

11. VEHICLES: No junk or salvage automobiles are allowed on the property at anytime. No inoperable vehicles without a current license plate are allowed unless being stored in an enclosed building or are being repaired or restored by the owner. Absolutely no tractor trailer type vehicles allowed.

12. NO SUBDIVISION: Unless approved in writing by the Developer or its appointees and Spartanburg County Planning, no lot shall be subdivided, nor shall the boundary lines or any such lot or tract be changed. Two (2) or more lots may be combined for the purpose of creating a larger lot, but no portion of any such combined lots may be subdivided or sold without written approval of the developer or its appointees. The Developer reserves the right to replat any lot or tract still owned by the developer and shown upon recorded plats of the property in order to modify the boundary lines at any time.

13. PROHIBITED ACTIVITIES: No manufacturing or production activities or any other activity that shall cause incremental traffic by the general public shall be permitted on the property. This includes but is not limited to commercial horse training boarding operations, rental type venues that would be open to the public. Business and professional property owners may use their residents as their office so long as such use does not cause incremental traffic by the general public. No noxious or offensive trade or activity shall be carried upon the property.

14. NO COMMERCIAL ACTIVITY: No industry, business, trade, occupation

or profession open to the general public, whether commercial or otherwise, shall be conducted, maintained or permitted on any part of the property. The homeowners' business and personal vehicles and trailers may be parked on their property. Absolutely no tractor-trailer type trucks allowed, this includes the tractor portion separate from its trailer or the trailer separate from its tractor.

15. RVs, CAMPERS and RECREATIONAL VEHICLES: Personal RVs, campers, and recreational vehicles allowed to be stored on site. No campers, recreational vehicles, or RVs are allowed to be used as a temporary or permanent residence at any time. The only exception would be written approval by the Developer or his appointees for the homeowner to temporarily reside in RV, camper, or recreational vehicle for the duration of the construction of their permanent residence.

16. MOBILE HOMES: No mobile homes or modular homes to be constructed or placed on any lot.

17. SWIMMING POOLS: No above-ground swimming pools allowed. Small temporary kids pools allowed.

18. TREE BUFFER ON LOTS 1-11: The setback of 100 foot on lots 1-11 as shown on the plats in Exhibit A, is a vegetation buffer as shown on the plat. The plantation pines within this buffer are not to be cleared except for the purpose of a driveway for the residents. Any other removal would require approval by the developer or its nominees.

19. MAILBOXES: All mailboxes must match type and style to be approved by the Developer or its appointees.

20. DEVELOPER'S DISCLAIMER: Developer, and its successors and assigns, its agents, consultants and employees, hereby disclaim any and all warranties, express or implies, of good workmanship, design, habitability, quality, fitness for any particular purpose or merchantability or any representation concerning same, and so warranties of any kind shall arise as a result of any plans, specifications, standards or approvals made or approved by Developer, or its nominees, and Developer shall not be liable to any owner or any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against any owner or such other person arising out of or in any way related to the subject matter of any review, acceptance, inspection, permission, consent or required approval which must be obtained from the Developer, whether granted or denied. All future owners shall be responsible for determining the suitability of a lot for construction.

### **ARTICLE III**

#### **MEMBERSHIP AND VOTING RIGHTS:**

1. MEMBERSHIP: Every person or entity who is a recorded owner of any lot within the Sanctuary at Riverbend Phase I shall be a member of the association and is entitled to one vote per lot.

2. PURPOSE OF ASSESSMENTS: The assessments levied by the Board/Association in The Sanctuary at Riverbend Phase I shall be used exclusively for the purposes of promoting health, safety, and welfare of the lot owners in the subdivision and to ensure and uphold the restrictions in this document.

3. INITIAL ANNUAL ASSESSMENTS: There will be an annual assessments to lot owners that will begin January 1, 2024. The base annual assessment shall be \$200 per lot, per year due on January 1<sup>st</sup> of each year. It shall remain \$200 per lot until adjusted by a vote by the members as herein provided.

4. CHANGE IN INITIAL ANNUAL ASSESSMENT: The board may vote to change the annual assessment with a vote of two-thirds (2/3) majority of the lot owners. The members may vote in person or by proxy at a meeting called for this purpose. Written notice of which shall be sent to all members at least 30 days in advance and shall set forth the purpose of the meeting.

5. QUORUM OF ANY ACTION OF ASSESSMENT: The quorum required for any action or assessment shall be the members present or proxy at a meeting duly called and convened for the said purpose.

6. EFFECT OF NON-PAYMENT OF ASSESSMENTS; THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; THE REMEDIES OF THE ASSOCIATION: If the assessments are not paid on the dates when due (being the dates specified in paragraph 3 above), then such assessments shall become delinquent on the 31<sup>st</sup> day past the due date listed in paragraph 3 and this shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, becoming a continuing lien upon the property, which shall bind such property in the hands of the Owner, his heirs, devisees, Personal Representatives, successors and assigns. The personal obligation for the statutory period, but such personal obligation shall not pass to his successors in title unless expressly assumed by them. Such successors in title do, however, take the title subject to any outstanding lien for assessments. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the delinquency date at a rate on one and one-half (1.50%) percent per month. (ANNUAL PERCENTAGE RATE – 18%) from the delinquency date. The Association may bring an action at laws against the Owner personally obligated to pay the same on an action to foreclosure the lien against the property. And there shall be added to the amount of such assessment, the interest thereon as above provided plus reasonable attorney's fee and the costs of the action.

7. LIEN OF ASSESSMENTS IN SUBORDINATE TO RECORDED MORTGAGES: The lien of assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon a lot subject to the assessment. The sale or transfer of a lot shall not effect the assessment lien, provided, however, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter coming due or from the lien thereof.

8. COLLECTION OF MAINTENANCE ASSESSMENTS: It is the intent of the Developer by virtue of executing and recording this document to provide additional and final notice as to the existence of the aforesaid maintenance assessments including the fact that their nonpayment constitutes a lien against the property and causes late charges to accrue and in the event legal action is required for reimbursement of all cost and expenses thus incurred including a reasonable attorneys fee. Furthermore a provision is also made that in the event of a sale of a lot or lots, and the nonpayment at that time of any unpaid maintenance assessments, including this they have accrued prior to the date of the sale including late charges if any for their collection from the new owner who will likewise be subject to suit, and will also have to pay all cost and expenses of resale of any property covered by the aforesaid protection covenants, the Developer or the Developer's appointees should be contacted to determine if there are any unpaid assessments and, if so, the amount owed, and any pro-ration to those assessments that

should be collected at the time of sale.

#### ARTICLE IV

1. ENFORCEMENTS BY HOME OWNERS ASSOCIATION: Except for approvals and rights expressly reserved herein unto the Developer or its nominee, the Association shall have standing to enforce the within restriction, covenants and obligations in the same manner and to the same extent as does the Developer or any other owner. The powers and authorities herein granted to the said Association shall be in addition to such other and further rights, duties and obligations which may be set forth in the Bylaws of the Association adopted in accordance with the terms thereof.
2. TERMS OF ENFORCEMENT AND AMENDMENTS: The covenants, conditions, easements and restrictions shall be binding upon the Developer, its successors and assigns, and upon all future owners, their respective heirs, successors and assigns, and all parties claiming under them, until \_\_\_\_\_, \_\_\_\_\_, at which time the terms hereof shall be automatically extended for successive periods of ten (10) years thereafter, unless the then Owners owning at least two-thirds (2/3) of the Lots in The Sanctuary at Riverbend Phase I agree in writing to terminate or change same. The terms and conditions of this instrument may be amended or changed only upon written agreement of the Owners owning at least two-thirds (2/3) of the Lots in The Sanctuary at Riverbend Phase I. The Developer reserves the right, until it turns over the association to the homeowners, the right to wave, modify or amend these restrictions.
3. WHO MAY ENFORCE: The benefits and burdens of these covenants run with the land at law and in equity, and the Developer and the Association, their respective successors and assigns, and any owner, his heirs, successors, legal representatives, Personal Representatives and assigns shall have the right to proceed against any party in violation or breach in any event.
4. AGAINST WHOM MAY THE COVENANTS BE ENFORCED: The obligation and benefits prescribed by this Instrument shall run with the property and shall be enforceable against any owner, his heirs, successors and assigns, and any other person whose activities bear a relation to (including omissions and failures to act) which constitute violations or attempts to violate contravene the terms hereof.
5. ENFORCEMENT REMEDIED: In addition to other enforcement rights mentioned herein, in the event that any structure is erected, constructed, reconstructed, altered, repaired, converted or maintained, or any structure or land use is in violation of these covenants, the Developer, its successors and assigns, the Association or nay owner may institute appropriate legal proceedings or actions at law or in equity, including, but not limited to, actions: (1) to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use; (2) to restrain, correct or abate such violation, or breach of these covenants; (3) to prevent the occupancy of any dwelling or land; (4) prevent any act, conduct, business or use which is in breach of these covenants; (5) to compel any affirmative act which, pursuant to the covenants, "shall" be performed. Any action in equity hereunder for the enforcement hereof shall not be barred on the grounds that there may also exist an adequate remedy at law. The prevailing party in any action to enforce these restrictions shall also be entitled to

reasonable attorney fees against the other party. The Association shall have the further right to assess a daily penalty of \$25.00 against any property owner activity and knowingly violating the terms and conditions of the Covenants. The property owner will have thirty (30) days from the date of such written notice to rectify the violation. Should the property owner not comply with the terms and conditions of the Covenants within the aforementioned thirtieth day period, the daily \$25.00 penalty shall attach to the property of the thirty-first (31<sup>st</sup>) day and continuing. This penalty will accrue at a rate of \$25.00 per day until such time the property owner demonstrates full compliance with the terms and conditions of the Covenants. All monetary penalties assessed if not satisfied, shall be collected in the same manner and under the same terms as Assessments set forth in Paragraph H. Any such monetary penalty shall be paid directly to the Association.

The assessment of a monetary penalty shall be an additional remedy, and the Association shall retain the use of any and all other enforcement rights noted in the Covenants. The utilization of any one particular enforcement remedy shall not continue a waiver of any other remedies.

## **ARTICLE V:**

### **MISCELLANEOUS:**

1. **NO WAIVER:** Failure to enforce any provision of this instrument for any period of time by the Developer, the association, or any owner should now be deemed a waiver or estoppels of the right to enforce same at any time thereafter.
2. **CAPTIONS:** The captions and headings in this instrument are for convenience only and shall not be considered as controlling and construing the provisions hereof.
3. **SAVINGS CLAUSE:** If any provision or provisions of this instrument are found to be ineffective or unenforceable for any reason in the final judgment of any court having jurisdiction of the subject matter hereof, the remaining provisions hereof shall remain fully enforceable and binding upon the owners, their respective heirs, successors, or assigns.
4. **PRESERVE ACKNOWLEDGEMENT:** All property owners in the Sanctuary at Riverbend Phase I and their successors acknowledge and understand that Riverbend Partners LLC and their successors reserve the right to operate a hunting/shooting preserve on the balance of the property. This includes all property known as P/O tax map# 2-10-00-004.02 located across Wilkie Bridge Road from lots 1-11.



IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

IN THE PRESENCE OF:  
Development

Riverbend Partners, LLC

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Riverbend Partners, LLC  
Gene C. Sims

STATE OF SOUTH CAROLINA )

)

PROBATE

COUNTY OF SPARTANBUG )

Personally appeared before me the undersigned witness and made oath that (s) he saw the within named Newman and Sims Development sign and with Covenants and Restrictions and Seal said Covenants and Restrictions, and as its act and deed, deliver the sane and (s) he with the other witness subscribed above witnessed the execution thereof.

\_\_\_\_\_

SWORN to before me this \_\_\_\_\_  
Day of \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_(SEAL)

Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

