

STATE OF SOUTH CAROLINA
CITY OF SPARTANBURGDeclaration of Covenants, Conditions
and Restrictions for Candler Place

WHEREAS, Beeson Henthorn Development, LLC. is the Developer of a certain tract of land located in the City of Spartanburg, known as **CANDLER PLACE** as shown on plat dated March 31, 2003, made by Neil R. Phillips, and recorded in Plat Book 154 at Page 123 on May 8, 2003;

WHEREAS, the Developer desires to impose certain restrictive covenants upon said property in order to insure its use for residential purposes, to prevent impairment of the attractiveness of the property, and to maintain the desired quality of the community with no greater restriction on the free and undisturbed use of the property than is necessary to insure the same advantages to the other lot owners;

WHEREAS, the property is also protected by City Zoning and is designated LOD (Limited Office District) with special conditions as granted by the Spartanburg City Council;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENT that the undersigned, **Beeson Henthorn Development, LLC**, does hereby make and declare the following restrictions on the uses to each lot or tract in the above described and platted property, and the undersigned owner does hereby declare that such restrictions shall constitute covenants with the land and shall be binding on all parties and all persons claiming under and for the benefit of and limitation on all future owners in such development, this declaration of restrictions being designed for the purpose of creating and maintaining the development as a desirable, uniform, and architecturally suitable development.

1. The covenants and restrictions contained herein shall run with the land and shall be binding upon all parties and persons claiming under the undersigned owner for a period of ten years from the date the covenants and restrictions are recorded, after which time the said covenants and restrictions shall be automatically extended for such successive periods of five years each unless an instrument signed by eighty percent (80%) of the then owners of lots in the said development has been recorded.
2. All lots in the above referred to development shall be known and designated as residential lots, except any land set aside by Developer for common area purposes.
 - (a) Minimum square footage requirements are 1800 square feet of enclosed, heated living space, not including garages, porches, breezeways, and basements. All buildings must be set back from the side and rear property lines by at least the minimum number of feet required by the set back lines shown on the recorded subdivision plat of the property and/or as required by applicable subdivision regulations, provided the side set back lines shall be no less than five (5) feet and rear set back line shall be no less than fifteen (15) feet.

- (b) No lot shall be further subdivided without the consent of the Developer, or its designee. However, any two lots may be replatted so as to change the property lines but may not create additional lots.
3. No building, whether single dwelling house, garage, or other outbuilding or driveway, shall be erected, placed, or altered on any building lot in this development until the building plans, specifications including exterior materials and plot plan showing the location of such building or driveway have been approved in writing as to conformity and harmony of the external design with existing structures in the development, and as to location of the building or driveway with respect to the topography and finished ground elevation, by the Developer. Approval shall not be arbitrarily withheld. If such shall not be approved within thirty (30) days after being submitted to the Developer, then such approval shall not be required; provided, however, the design and location of the building or driveway shall conform to and be in harmony with the existing structures in the development. The Developer may disapprove, for any reason, including purely aesthetic reasons.
 4. No commercial activity or enterprise of any type or nature shall be permitted on or about any of the lots and the same is hereby specifically prohibited. Commercial use shall be deemed to include any use of the property for the purpose of a school, nursery, or kindergarten.
 5. No fencing will be allowed in the development.
 6. No animals shall be kept, maintained or quartered on any lot or any portion of the property except that cats, dogs, and inside pets (such as caged birds and hamsters) may be kept in reasonable numbers as pets for the pleasure of the occupants. All pets shall be kept on leashes when outdoors and each owner shall be responsible for the prompt disposal of all excrement or debris of any kind resulting from any pet(s) owned or maintained by such owner on his property.
 7. No motor vehicle shall be permitted to stand upon any lot in the development which does not have current license plates or is safety inspected and licensed for use on public roadways; no camping trailers, boats, utility trailers, or similar equipment, shall be permitted to stand on any portion of any lot; no portion of any lot shall be used for the operation of any motorized recreational vehicle, such as motorcycles, mini-bikes, go-carts, dune buggies, or similar equipment. No bus, transfer tractor, transfer trailer or tractor-trailer combinations shall be allowed in the subdivision at any time except for loading and unloading. Also, no other trucks with a total length of over eighteen (18) feet shall be allowed at any time except for loading and unloading.
 8. There shall be reserved easements for the installation, repair, and maintenance of utilities and drainage facilities over and across the rear ten (10) feet of each lot and five (5) feet on each side of the side lot lines, and five (5) feet across front of lot.

9. No lot may be used in any manner or for any purpose that would result in the pollution of the air, pond or any waterway that flows through or adjacent to the subdivision. All grading shall comply with rules of the South Carolina Land Resources Commission, and South Carolina DHEC.
10. No signboard shall be displayed on any lot in the development except "For Sale" or "For Rent"; said sign shall not be more than two by three feet in size, provided that the undersigned Developer or its successors shall have the right to use additional or larger signs for the development of the property.
11. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within a screened area, or buried underground.
12. Each lot upon which a residence is constructed shall have a mailbox of a type and size specified by Developer. Such mailbox shall be properly maintained at all times by the owner and shall not be altered or replaced except by a new mailbox identical to the one originally installed.
13. All garbage and trash containers shall be hidden from view from the street or placed in screened areas. Trash receptacles are allowed on the street only on designated pick-up days.
14. Clotheslines are prohibited.
15. No satellite dishes or outside antennae of any kind shall be allowed unless approved by Developer.
16. The Developer may amend restrictions anytime until titles to all lots have been transferred. Thereafter, restrictions may be amended by the then lot owners with written approval of eighty percent (80%) of the then lot owners.
17. The Developer and any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and reservations. If the Developer or an Owner or Occupant is successful in any such proceeding brought to enforce the provisions of these Restrictions, such successful party shall be entitled to recover from the Defendant or Defendants all costs and reasonable attorney fees incurred in such proceeding. Failure by the Developer or by an 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 Developer shall have the right to request that law enforcement, public safety and animal control officers come on the property to facilitate the enforcement of the laws, codes and ordinances of any governmental authority.

18. Developer may waive in whole or in part any minor or unintentional violations of any of the restrictions herein contained.
19. Should any mortgage or other lien of any type be foreclosed on the property, or any portion of the same to which this instrument refers, then the title acquired by such foreclosure, and the person or persons who thereupon and thereafter become the Owners of such property, shall be subject to, and bound by, all of the covenants and restrictions enumerated herein.
20. Each Owner, by acceptance of a deed, shall be deemed to covenant and agree to pay to the Developer, or its designee, or the Candler Place Home Owners Association (CPHOA) when formed and operating the annual assessments or charges set by Developer, or its designee, or the CPHOA when formed and operating. This 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 such interest thereon and cost is the obligation of the person who was the Owner of such property at the time when the assessment fell due. This assessment shall be subordinate to any lien creditor on the property. The annual and monthly assessments provided for herein shall commence on day of purchase (or occupancy, whichever occurs first) of any lot or residence.
21. The annual assessment is hereby set at \$250.00 per year until the Developer or its designee or the CPHOA when formed and operating changes such assessments. This fee includes the maintenance of the bufferyard installed along the perimeter of the subdivision and all maintenance of the entrance sign. The assessment will increase as the cost of this maintenance increases and will be agreed upon in advance each year between the Developer or its designee or the CPHOA when formed and operating and the designated Landscape Contractor. Once dues are collected from all property owners, The Developer agrees to cover any shortages for the landscaping maintenance until June 31, 2005.
22. In addition to the annual assessments, there will be monthly dues of \$99 per month for landscape maintenance of each lot. Each homeowner agrees to participate in the Landscape Maintenance Program by acceptance of a deed. A landscape contract will be provided to the CP HOA detailing this fee as it applies to lawn cutting and trimming, weed control, fertilization and mulching. This fee also includes the maintenance of a common irrigation system and the associated water bills.
23. Developer may assign its rights and responsibilities to the Candler Place Homeowners or other designee at any time. Once the Developer or its designee chooses to assign these rights and responsibilities to the Candler Place Homeowners, the then Homeowners are obligated to form a legal association and assume these rights and responsibilities, in particular with regard to the Landscaping Maintenance Program.

IN WITNESS WHEREOF, the undersigned owners have caused this instrument to be executed and their seals affixed this 18th day of May, 2004.
BEESON HENTHORN DEVELOPMENT, LLC.

By: *Laura Beeson Henthorn*
Laura Beeson Henthorn, member

WITNESS:

Angela M. Jones
Pamela J. Smith

STATE OF SOUTH CAROLINA }
COUNTY OF SPARTANBURG }

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named BEESON HENTHORN DEVELOPMENT, LLC by Laura Beeson Henthorn, its member sign, seal and as their act and deed deliver the within written Restrictive Covenants for Candler Place and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this
18th Day of May, 2004

Angela M. Jones
Notary Public for South Carolina
My commission expires: 11-30-08

Pamela J. Smith

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DEE-2014-22235
Recorded 5 Pages on 6/6/2014 4:00:17 PM
Recording Fee: \$11.00 Documentary Stamps: \$0.00
Office of Register of Deeds, Spartanburg, S.C.
Dorothy Earle, Register

FIRST AMENDMENT TO COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
CANDLER PLACE



WHEREAS, **Beeson Henthorn Development, LLC**, is the **Developer** of a certain tract of land located in the City of Spartanburg, known as **Candler Place** (the "Subdivision") as shown on plat dated March 31, 2003, made by Neil R. Phillips, and recorded in Plat Book 154 at Page 123 on May 8, 2003; and

WHEREAS, a Declaration of Covenants, Conditions, and Restrictions for Candler Place (the "Declaration") was recorded on May 21, 2004 in Deed Book 80-J at Page 806 with the Register of Deeds Office for Spartanburg County; and

WHEREAS, the **Developer** wishes to amend the Declaration in the manner set forth below; and

WHEREAS, the **Covenant Committee of Candler Place Homeowners' Association, Inc.** has approved the amendments below by the execution of that certain consent resolution attached as "Exhibit A" hereto and incorporated herein by reference; and

NOW THEREFORE, the Declaration is hereby amended as follows:

- 1.) Section 1 of the **Declaration** shall be replaced with the following:

"The covenants and restrictions contained herein shall run with the land and shall be binding upon all parties and persons claiming under the undersigned owner for a period of ten years from the date the covenants and restrictions are recorded, after which time the said covenants and restrictions shall be automatically extended for such successive periods of five years each unless an instrument signed by at least ten of the then owners of separate lots in the said development has been recorded. For purposes of this section, no more than one signature shall be allowed per lot."

- 2.) The words "as further described herein" shall be added to the end of the first sentence of Section 2 of the Declaration.

- 3.) Section 3 of the **Declaration** shall be replaced in its entirety with the following:

"Until such time as the **Developer** assigns its rights and responsibilities to the Candler Place Homeowners' Association (the "CPHOA"), Section 3(a) below shall apply. Once the **Developer** assigns its rights and responsibilities to the CPHOA, Section 3(b) shall apply.

(a) No building, whether single dwelling house, garage, or other outbuilding or driveway, shall be erected, placed, or altered on any building lot in this development until the building plans, specifications including exterior materials, color, and plot plan showing the location of such building or driveway have been approved in writing as to conformity and harmony of the external design and materials with existing structures in the development and as to location of the building or driveway with respect to the topography and finished ground elevation, by the **Developer**. Approval shall not be arbitrarily withheld. If such shall not be

approved within thirty (30) days after being submitted to the Developer, then such approval shall not be required; provided, however, the design and location of the building or driveway shall conform to and be in harmony with the existing structures in the development. The Developer may disapprove, for any reason, including purely aesthetic reasons. Homeowners are required to maintain their individual properties and keep them in good condition.

(b) Once the Developer assigns its rights and responsibilities to the CPHOA, the CPHOA shall form a Managing Committee, as set forth in the Bylaws of the CPHOA. All of the restrictions and regulations set forth in Section 3(a) above shall continue to apply, although the Managing Committee shall replace Developer as having control of all architectural matters pertaining to the Subdivision and all required approvals set forth in Section 3(a) above shall be made by the Managing Committee rather than the Developer.

- 4.) Section 5 of the Declaration shall be replaced with the following:

"No fencing shall be allowed in the development, including the buffer yards and common areas which are further described herein."

- 5.) Section 12 of the Declaration shall be replaced with the following:

"Each lot upon which a residence is constructed shall have a mailbox of a type and size specified by the CPHOA. Such mailbox shall be properly maintained at all times by the owner and shall not be altered or replaced except by a new mailbox identical to the one originally installed, or with modifications as approved by the CPHOA. All mailboxes shall be uniform in structure, color, and appearance and shall be kept in good repair by each individual owner."

- 6.) The following sentence shall be added to Section 15 of the Declaration:

"Pole mounted dishes or dishes in the front of the home are expressly prohibited. All cables are to be concealed or placed in conduit."

- 7.) The second sentence of Section 16 shall be deleted and replaced with the following:

"Hereafter, restrictions may be amended by the then lot owners with written approval of ten (10) of the current lot owners. No more than one (1) vote will be allowed per lot."

- 8.) Section 18 of the Declaration shall be deleted.

- 9.) Section 21 of the Declaration shall be replaced in its entirety with the following:

"The Annual Assessment is hereby set at \$1438.00 per year to be paid in a sum of \$250.00 on January 1st of each year for buffer yard maintenance and a sum of \$99.00 to be paid on the first day of each month for individual yard maintenance. This assessment may increase at the discretion of the CPHOA, but in no event may increase more than ten percent (10%) per year. Further, notice must be given ninety (90) days in advance of any dues increase along with a full accounting of such increase. The Annual Assessment fee includes the cost of the maintenance of the perimeter buffer yard as further described herein, upkeep of the entrance sign, landscape lighting, and irrigation bills for all utilities within buffer yards and common areas and the

landscaping and irrigation of each individual lot. These funds may be commingled by CPHOA's Managing Committee (as defined in the Bylaws of the CPHOA).

10.) Section 22 of the Declaration shall be replaced in its entirety with the following:

"By acceptance of a deed to a lot in the Candler Place subdivision, each homeowner agrees to participate in the Landscape Maintenance Program ("LMP"), the cost of which is included in the Annual Assessment described in Section 21 above. The LMP will include cutting, trimming, weed control, fertilization, and mulching of the buffer yards, common areas, and individual lots. The CPHOA will have a written contract with a landscape contractor fully describing all services and associated costs and such contract will be reviewed annually. Plantings within buffer yards and individual lots will be covered under the LMP with the exception of annuals of other plant materials that have been specifically excluded from the LMP and approved by the HOA prior to installation or removal."

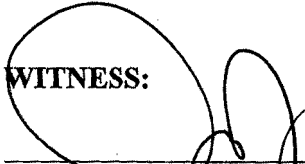
11.) The following shall be added to the Declaration as Section 24:

"24. Candler Place is surrounded by a Buffer Yard which was a requirement of approval and acceptance of the Candler Place Subdivision by the City of Spartanburg. The terms "common areas" and "buffer yards" as used throughout this Declaration are used interchangeably and refer to the following:

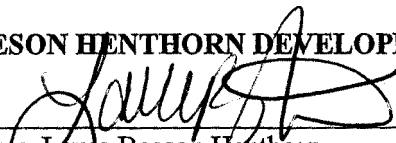
- (a) approximately 30' along the rear of lots 9-14, extending up the slope of the bank to Pine Street. This area is part of a State-owned right of way but still remains the responsibility of the CPHOA. The CPHOA can alter this area at will.
- (b) approximately 10-15' along the eastern border of lots 8 and 9. This area is private property of lots 8 and 9 and the City of Spartanburg right-of-way but still remains the responsibility of the CPHOA. The CPHOA can alter this area at will.
- (c) approximately 10-15' along the rear of lots 1-8. This area is private property of lots 1-8 and cannot be significantly altered without City of Spartanburg approval. A minimum of a #2 buffer as described by City Ordinance must be maintained.
- (d) approximately 15' along the western border of lots 1 and 14. Some of this buffer may spill over into the Cameron Drive right of way but the majority is on private property of lots 1 and 14 and remains the responsibility of the CPHOA which can alter this area at will.

[Signature Page Below]

IN WITNESS WHEREOF, the undersigned Developer has caused this instrument to be executed and its Seal affixed this 20th day of May, 2014.

WITNESS:


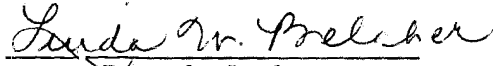
Linda M. Belcher

BEESON HENTHORN DEVELOPMENT, LLC
By: 
Name: Laura Beeson Henthorn
Its: Member

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG) **PROBATE**

Personally appeared before me the undersigned witness and made oath that s(he) saw the within named BEESON HENTHORN DEVELOPMENT, LLC by Laura Beeson Henthorn, its Member, sign, seal, and as its act and deed deliver the within written First Amendment to Covenants, Conditions, and Restrictions for Candler Place and that s(he), with the other witness subscribed above witnessed the execution hereof.

SWORN to before me this
20th day of May, 2014



Notary Public for South Carolina
My Commission expires: 01-16-17

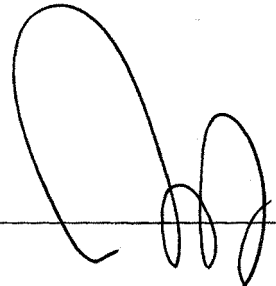


EXHIBIT "A"

Consent Resolution of Covenant Committee

We, the undersigned, being all the members of the Covenant Committee of Candler Place Homeowners' Association, Inc. hereby acknowledge as of this 28th day of May, 2014 that we have reviewed and approve the attached First Amendment to Covenants, Conditions and Restrictions for Candler Place.



John Poole



Jim Hipp



Bill Joslin



Greg Shurburt



Dan Colvin