

RESTRICTIVE COVENANTS
HARMONY WOODS

Cornerstone Development of the Carolinas, Inc. is the owners and holder of the described property.

Cornerstone Development of the Carolinas, Inc. the undersigned Owner and Developer of the described property does hereby impose on said property the Covenants, Restrictions, Easements, and other matters as set forth below pursuant to, and in accordance with the things and matters set forth herein.

The property that is subject to these Covenants, Restrictions, Easements, and other matters is more particularly described as follows:

Harmony Woods as shown on the plat entitled "Harmony Woods" prepared by Precision Surveying dated October 18, 2002 recorded in Plat Book C-124 Page 6 in the Office of the Clerk of Court for York County, South Carolina.

DECLARANT: The term "Declarant" shall mean Cornerstone Development of the Carolinas, Inc. The term "Declarant" shall also mean any successor or assign of Declarant, if (a) a certificate, signed by Declarant and Declarant's successor or assign, has been recorded in the County in which the successor or assign assumed the rights and duties of Declarant to some portion of the Project or (b) such successor or assign acquires all of the Project then owned by a Declarant which must be more than one (1) Lot. There may be more than one Declarant at any given time. Each Declarant shall be a Declarant only with respect to those portions of the Project owned by that Declarant. A Declarant shall cease being a Declarant when it no longer owns any portion of this Project.

DECLARATION: The term "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions of Harmony Woods Subdivision and any amendments hereto.

IMPROVEMENTS: the term "Improvements" shall mean everything constructed, installed or planted on property subject to this Declaration, including without limitation, buildings, streets, fences, walls, paving, pipes, wires, grading, landscaping and other works of improvement, excluding only those improvements or portions thereof which are dedicated to the public or a public or quasi-public entity or utility company, and accepted for maintenance by the public, such entity or utility company.

OWNER: The term "Owner" shall mean the holder of record fee title to a residence.

RESIDENCE: The term "Residence" shall mean a dwelling situated on a Lot.

COMMON AREA: The term "Common Area" shall mean Easements designated as "Common Area" on Plat.

1. **LAND USE AND BUILDING TYPE:** No lot shall be used except for residential purposes or open space. No lot shall be subdivided. No building shall be erected, altered, placed or permitted to remain on any lot, other than a single-family dwelling and a storage building.
2. **ARCHITECTURAL CONTROL** No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure of said lot has been approved by the Architectural Control Committee of said subdivision.
3. **EASEMENTS:** Easements for the installation and maintenance of utilities and drainage facilities are reserved for each of the 100 lots.
4. **BUFFER YARD:** Buffer yard easements for the subdivision are shown on recorded plat as required by York County. Property owners are jointly and severally liable for compliance with York County standards and regulations regarding buffer yards.
5. **RESIDENCES MINIMUM REQUIREMENTS**
 - a. Minimum Square Feet. There must be a minimum of 1,800 square feet under roof, which includes roofed porches, basements, terraces, patios, decks, screened porches, or garage. Minimum 1,400 heated square feet under roof not to include roofed porches, basements, terraces, patios, decks, screened porches, or garage. No modular or mobile homes allowed.
 - b. Exterior Facade Materials. Houses can be brick, stone, wood, cement, and/or vinyl siding.
 - c. Colors. Building materials are limited to earth tone colors. No bright colors or unique color patterns allowed.
 - d. Roof Pitch. Roof pitches must be 8/12 or greater and must use a least 3-tab high grade asphalt shingles.
 - e. Parking. Each lot owner must provide space for automobile parking off public streets that is acceptable to the Architectural Control Committee.
 - f. Fences. The Architectural Control Committee must approve **all** fences. The following types of fences are acceptable, vinyl, wooded, aluminum and iron fences, but they must be approved by the Architectural Control Committee. No barbed wire fence in front portion of lot.
 - g. Signs. No signs except for political signs and advertising the sale of a lot or residence by owner (sign not to exceed 2' x 2')
 - h. Mailboxes. Each lot owner is required to have a stone mailbox matching the front entrance sign, to be previously approved by the Architectural Control Committee

6. ADDITIONAL REQUIREMENTS:

- a. Noxious Activity. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- b. Abandoned Vehicles. No abandoned vehicles shall be allowed on the premises of any lot. Both non-licensed vehicles or vehicles used on a regular basis shall be parked only in a garage or driveway on a regular basis.
- c. Parking. Vehicles shall not park anywhere except upon designated parking pads, driveways and upon public streets. Boats, trailer, camper, golf cart, commercial vehicle, mobile home, other recreational vehicle may be parked in the rear of the property. Dilapidated or inoperable vehicle shall not be parked or stored in any area of the lot.
- d. Antennas. No outside television antenna, large dish, aerial or radio tower shall be erected, constructed or placed on any lot. Small eighteen inch satellite dishes are permissible and can be visible with approval from the Architectural Control Committee.
- e. Home Business. Except for uses within residences permitted by local ordinances, the construction of residences and business of developer/builder in completing the development and sale of the lots in the project, no business of any kind shall be established, maintained, operated, permitted or constructed in any portion of the subdivision.
- f. Storage of Waste Materials. No rubbish, trash, garbage or other waste material shall be kept or permitted upon any lot except in appropriate sanitary containers. No trash containers or receptacles may be placed where visible from public streets serving the subdivision except on the night before and day that pick-up is to occur.
- g. Clotheslines. Clotheslines are prohibited on the property.

7. **TEMPORARY BUILDINGS:** No structures such as a trailer, basement house, tent, shack, garage, barn or other outbuilding shall be used at any time as a residence, either temporarily or permanently. No old or second-hand structures shall be moved onto any lots. All dwellings and other buildings erected on lots or within the subdivision shall be of new construction of good quality workmanship and materials. All improvements are subject to Architectural Control Committee.

8. **SIGNS:** No signs of any kind shall be displayed to the public view on any lot except one sign not to exceed 2' x 2' advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. **MAINTENANCE OF LOTS AND RESIDENCES:** Each owner shall maintain and care for the owner's lot and all improvements located in the lot in a manner consistent with the standards established by this declaration and other first class residential subdivisions within the vicinity of the subdivision.

- 10. ANIMALS:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot. An owner may keep customary household pets within the owner's lot provided they meet licensing requirements of York County and that they are not kept bred or maintained for any commercial purposes.
- 11. GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Such trash, rubbish, garbage or other waste shall not be kept except in sanitary containers. All containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- 12. ARCHITECTURAL CONTROL COMMITTEE:** An Architectural Control Committee, composed initially of the Developer, shall be responsible for the approval of all proposed plans for pre-construction and post construction, to consider any questions that may arise regarding the conformity of a lot owner to these restrictive covenants, or to approve any exceptions to these restrictive covenants.

Neither the members of the committee nor its designated representatives shall be entitled to receive any compensation for services performed pursuant to this covenant.

ARCHITECTURAL COMMITTEE. The Developer may appoint persons to serve on the Architectural Committee. The Architectural Committee may increase or decrease the number of its members from time to time by majority vote as long as there are never fewer than two (2) members. Each member of the Architectural Committee shall serve until replaced or until a written resignation is submitted to the remaining committee members. The Architectural Committee shall appoint replacements for any member who resigns or who is removed. Members of the Architectural Committee may be removed by a majority vote of the Architectural Committee or by a majority vote of the owners, based on one (1) vote for each lot.

- a. **Review Plans.** To review and approve, disapprove or conditionally approve all plans, submittals, applications and requests made or tendered to it by owners, or their agents, pursuant to the provisions of this declaration. In connection therewith, the Architectural Committee may investigate and consider the architecture, design, layout, landscaping, fence detail, and other features of the proposed improvements.
- b. **Adopt Rules.** To adopt rules and regulations for the transaction of business, scheduling of meetings, conduct of meetings and related matters.
- c. **Specify Materials.** To require the submission of site plans, diagrams, photographs, materials or other presentation material as may be necessary for complete review and consideration of the proposed development. All

such plans and specifications shall be submitted in writing in duplicate and each shall be signed by the owner of the lot or his or her authorized agent.

DUTIES OF ARCHITECTURAL COMMITTEE.

The Architectural Committee:

- a. **Time Limitation.** Shall render a decision on each matter submitted to it, in writing, within thirty (30) days of receipt of all data required by its rules and regulations. Failure to render a decision within said period of time shall be deemed to be an approval of the matter as submitted. The approval plans and specifications, if any, shall be signed in duplicate by a fully authorized member or employee of the Architectural Committee and shall be incorporated in the decision by reference. One copy shall be retained by the Architectural Committee and one copy shall be returned to the owner or applicant; and
- b. **Publish Rules.** Shall publish and make available to owners and prospective owners all of its rules, regulations and criteria from time to time adopted, if any;
- c. **Appointment and Designation.** May, from time to time, by a majority vote of the members thereof, delegate any of its rights or responsibilities hereunder to one or more duly licensed architects or other qualified persons who shall have full authority to act on behalf of the Architectural Committee in all matters delegated.
- d. **Landscape Review.** General landscape consideration, including the location, type, size, color, texture and coverage of plant materials, provision for irrigation, maintenance and protection of landscaped areas and similar elements have been considered to ensure visual relief, to complement buildings and structures, and to provide an attractive environment for the enjoyment of the owners in general and the enhancement of property values in the project generally. If the Architectural Committee makes a negative finding on one or more of the items set forth in this section, it shall disapprove such matter, or condition its approval so as to allow such findings to be made.
- e. **Form of Approvals and Denials.** All approvals and denials shall be in writing. Any denial of a proposal must state the reasons for the decision to be valid. Any proposal, which has not been rejected in writing within thirty (30) days from the date of submission, shall be deemed approved, but are still required to meet minimum standards. The date of submission shall be the date the submission is actually received by a member of the Architectural Committee.
- f. **Proceeding With Work.** Upon approval of the Architectural Committee, the owner shall diligently proceed with the commencement and completion of all work so approved. Work must be commenced within eight (8) months from the date of the approval. If the owner fails to comply with the provisions of this Section, the approval given shall be deemed revoked unless the Architectural Committee extends the item for commencement. Any request for an extension shall be in writing. No

extension shall be granted unless the Architectural Committee finds that there has been no change in the circumstances under which the original approval was granted.

ENFORCEMENT

Generally. Declarant, the Architectural Committee and/or any owner shall have the right, but not the obligation, to enforce the provisions of the declaration in any manner provided by law or in equity, including arbitration, and in any manner provided in this declaration. The provisions of this declaration shall be equitable servitudes and covenants running with the land, enforceable by declarant, any owner and/or the Architectural Committee against any other owner, tenant or occupant of the project. Except as otherwise provided, the Architectural Committee or an owner(s) shall have the right, but no the obligation, to enforce, in any manner permitted by law or in equity, including by arbitration, any and all of the provisions of this declaration, including any decision made by the Architectural Committee upon the owners or upon any property in the project. Cost associated with

13. **RENTAL OF RESIDENCES:** An owner shall be entitled to rent or lease the owner's Residence, if (a) there is a written rental or lease agreement specifying that the tenant shall be subject to all provisions of this declaration and failure to comply with any provision of this declaration shall constitute a default under the agreement; (b) the period of the rental or lease agreement is not less than thirty (30) days; (c) the owner gives each tenant a copy of this declaration; and owner provides declarant with a copy of the lease. Under these conditions, the homeowner remains responsible for complying with said restrictive covenants.
14. **TERM:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date of these covenants, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by owners of a majority of the lots has been recorded, agreeing to change said covenants in whole or in part.
15. **SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions hereof, all of which remain in full force and affect.
16. **HOMEOWNER'S ASSOCIATION:**
 - a. Membership. Each resident owner shall be a member of the Harmony Woods Home Owner's Association (HOA) and shall abide by their rules and regulations. Membership in the HOA shall automatically cease and terminate when an owner is divested of ownership.

- b. Fees. Annual membership is the HOA is One Hundred Dollars (\$100.00) a year until January 1, 2004. At that time the HOA has the right to increases or decreases membership fees.
- c. Maintenance of Common Area. Shall be responsible for the maintenance, repair, replacement, management, operation, painting and upkeep of common areas and all improvements situate in, upon or under the common areas. The HOA shall keep the common area and improvements thereon in good condition and repair, provide for all necessary services and cause all acts to be done which may be necessary or proper to assure the maintenance of the common area in first class condition.
- d. Improvements of and Alteration to Common Area. HOA may make improvements and alterations to common areas with majority approval of resident owners. A resident owner at any meeting may make a proposal for an improvement or alteration to common areas. Funding for approved improvements and alterations shall be contributory.

Property owners are jointly and severally liable for compliance with York County standards and regulations regarding common area/open space maintenance including, but not limited to, detention ponds, trees, landscaping, and buffer yards.

In witness whereof, Cornerstone Development of the Carolinas, Inc., has caused these presents to be executed, acknowledged and delivered in its name and behalf this 26th day of February 2003.

WITNESS:

Misty H. Phillips
Herbert A. Blumenthal

Debra W. Moore
 By: Debra W. Moore
 Its: Comptroller

STATE OF SOUTH CAROLINA)
)
 COUNTY OF YORK) PROBATE

Personally appeared Misty Phillips, and made oath that s/he saw Debora W. Moore, Comptroller sign, seal and deliver the within instrument, and witnessed the due execution thereof.

SWORN to before me this 26th day of February, 2003.
Herbert A. Blumenthal
 Notary Public for South Carolina
 My Commission Expires: 12-14-04

Misty H. Phillips

State of South Carolina)
)
County of York)

First Amendment to
Declaration of Restrictive Covenants
Harmony Woods, A subdivision

WHEREAS, Big Vision, LLC (the "Developer") is the successor of Cornerstone Development of the Carolinas, Inc., which imposed its Covenants, Restrictions, Conditions, Limitations, Easements, and Affirmative Obligations affect the Property (the "Restrictive Covenants") known as Harmony Woods Subdivision, said Declaration being dated February recorded February 27, 2003, in Record Book 5056, Page 26 in the Office of the Clerk of Court for York County, South Carolina,

WHEREAS, the Developer desires to amend the aforementioned Restrictive Covenants;


NOW THEREFORE, the aforementioned Restrictive Covenants are hereby amended as follows:

(1) Section 5(a), Minimum Square Feet. There must be a minimum of 1800 heated square feet for single story residential homes and a minimum of 2000 heated square feet for two story residential homes which does not include roofed porches, basements, terraces, patios, decks, screened porches or garage. All residential homes are required to have a two car garage attached. No modular or mobile homes allowed.


In witness whereof, the Developers have their hands and seals this 9th day of November, 2006.

Witnesses:

Big Vision, LLC.



Shannon Kimbrell


By: 

Its: Member

State of South Carolina)
)
County of York)

Personally appeared before me Christopher F Basler and made oath that he was present and saw the within named Big Vision, LLC, sign seal and as its act and deed, deliver the foregoing Amended Restrictive Covenants; and the he with Shannon Kimbrell witnessed the execution thereof.

SWORN to before me this 9th day of November, 2006



(SEAL)
Notary Public for South Carolina
My Commission Expires: 11-20-2011

