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RESTR COVEN  
RECORDING FEES \$15.00

STATE OF SOUTH CAROLINA  
COUNTY OF YORK

PRESENTED & RECORDED:  
06-12-2019 11:30:00 AM

**BK: RB 17593**  
**PG: 169 - 177** BY: REGINA PRUITT CLERK  
DAVID HAMILTON  
CLERK OF COURT  
YORK COUNTY, SC

DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR SANDERS LANDING

WHEREAS, MAY GREEN PROPERTIES, LLC herein called the "Declarant", is the fee simple owner of certain real property located in York County, South Carolina, and desires to establish on a portion thereof a community consisting of residential dwellings to be known at Sanders Landing (hereinafter called ("Sanders Landing")) and further desires that said property be used, developed, maintained and managed for the benefit and welfare of owners of property in Sanders Landing; and

WHEREAS, Declarant desires to insure the attractiveness of Sanders Landing and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of all properties within Sanders Landing and to provide for the maintenance and upkeep of all common areas in Sanders Landing. To this end the Declarant desires to subject the real property described herein, together with such additions as may hereafter be made thereto, to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant further desires to create an organization to which will be delegated and assigned the powers of owning, maintaining and administering the common areas in Sanders Landing, administering and enforcing the covenants and restrictions contained herein, and collecting and disbursing the assessments and charges hereinafter created in order to efficiently preserve, protect and enhance the values and amenities in Sanders Landing to insure the residents' enjoyment of the specific rights, privileges and easements in the common area, and to provide for the maintenance and upkeep of the common area;

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares that all of the property described on the map of Sanders Landing recorded in Plat Book 161, Page 170, York County Public Registry and that property that hereafter may be made subject to this Declaration of Covenants and Restrictions (hereinafter called the "Restrictions") is and shall be held, transferred, sold, conveyed, occupied and used subject to the Restrictions and matters hereinafter set forth, said Restrictions and matters to be construed as covenants running with the land which shall be binding on all parties having or acquiring right, title or interest in the

described property, or any part thereof, and which shall inure to the benefit of each owner thereof, for and during the time hereinafter specified.

## RESTRICTIONS AND REQUIREMENTS

1. No tract shall be occupied or used except for residential purposes. Only one primary residence is permitted on any tract and only one secondary residence is permitted on tracts larger than 5 acres and approved by York County. The secondary residence can only be half the square footage of the primary residence and must be approved by York County. All residences must have the appropriate SC DHEC approval for a septic permit. The elevations of the secondary residence pertaining to siding must match that of the primary residence.
  
2. Each residential unit shall be constructed using new materials (except that non- structural architectural features and interior construction need not be new materials) and shall contain a minimum of 2,000 square feet of heated, enclosed living area, exclusive of patios, porches, garages and basements (finished or unfinished). In the event the garage is on the basement level the house must have a minimum of 2,400 square feet of heated space. Each two-story dwelling shall contain a minimum of 1,100 square feet of enclosed, heated living area on the first floor; however, this first floor area may be reduced to 800 square feet if the garage is attached on the first floor level. Once construction of a residence has commenced, the exterior thereof, including finished siding material shall be completed within six (6) months thereafter. Prior to the completion of a residence, the Owner shall install at his, her or its expense a concrete or paved driveway extending back from the road to the garage of the residence or in the case of homes set back further than 250 feet, the first 100 feet of drive must be paved or concrete. All residences must have a side load two car garage attached. A smaller secondary garage attached to the home may face the road. If there is an issue due to topography, lot limitations, or soil conditions, a variance allowing the two car garage attached to face the road may be granted by the Declarant or the Architectural Review Committee (hereinafter "ARC"). Secondary detached garages may face the road once approved by the ARC.
  
3. No building shall be constructed nearer than fifteen (15') feet to any side property line, nor nearer than fifty (50') feet to the front property line, nor nearer than fifty (50') feet to the rear property line. The rear setback is also a fifty (50') foot natural buffer which shall remain intact for the purpose of privacy and water quality. Corner lots shall have a twenty five (25') foot set back from the side road. A hardship variance due to use of a septic repair area or drive access can be permitted within the natural buffer area only. Only vegetation that can be bush hogged or trees smaller than 4 inches in diameter at breast height may be removed. The Declarant may grant a variance for setbacks in other areas due to hardships based on septic, topography, lot configuration, or anything that would help the owner and placement of the home or auxiliary building without negatively affecting the value of surrounding properties. Any variance over 25% of the side setback where there is an adjoining property owner other than the Declarant, will

require a written consent by that owner. All setbacks must abide by York County standards for the applicable zoning.

4. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank sewage system constructed by the tract owner and approved by the appropriate governmental authority, unless public sewage becomes available to the tract.
5. No modular home, mobile home, house trailer, camper (including recreational vehicles), garage, or the basements of a contemplated permanent dwelling shall be occupied as a residence, either on a permanent or temporary basis.

The term "modular home" and "mobile home" are defined as follows:

**Modular Home:** A dwelling unit constructed in accordance with the standards set forth in the South Carolina State Building Code for 1 and 2 family dwellings and composed of components substantially assembled in a manufacturing plant and transported to the building site for final assembly, whether on its own chassis or otherwise. The use of roof trusses or floor trusses on an otherwise conventionally constructed dwelling will not render such dwelling a modular home.

**Mobile Home:** A dwelling unit that: (i) is not constructed in accordance with the standards set forth in the South Carolina State Building Code, and (ii) is composed of one or more components, each of which was substantially assembled in a manufacturing plant and designed to be transported to the home site on its own chassis.

6. Exterior construction material for all buildings, whether residential or auxiliary, shall be properly painted, stained or veneered with wood, vinyl, brick, stone or stucco, and cement board. If wood, vinyl, or cement board material is used, it shall consist of individual boards each of which shall be no wider than twelve inches and shall run horizontally along the elevations of the home. Board and batten application may be used in eaves or other areas as an accent. New siding or architecture may be considered by the ARC if it is determined the value and integrity of the product is equal to or better than approved siding and architecture listed. The applicant may be required to substantiate this request through appraisals or other value determining specifications. No exposed concrete block is permitted. Foundations of the principal residence and/or garages shall be a minimum of 18" high and the material shall be brick or stone, except a house using a stucco exterior finish may use a concrete block foundation with a stucco finish which effectively conceals the seams in the concrete blocks. All chimneys must be made of brick, stone, stucco or approved siding material. Roof pitch shall be a minimum ratio of 7:12, except that screen porches, sun rooms and similar ancillary rooms may have a minimum roof pitch of 3:12. Street facing roofs of bonus rooms shall have a minimum pitch of 7:12. Rear facing roofs of bonus rooms may have a minimum pitch of 3:12. All auxiliary buildings other than a garage shall have a minimum roof pitch of 5:12. All roof shingles for residences and garages shall be architectural or 3 ply shingles. In addition, a metal seam roof is permissible. Storage sheds may use 3 tab

shingles. Tracts larger than five (5) acres may have a barn or shop, and such barn or shop may be a metal building. The color of all auxiliary buildings must match the primary residence. All auxiliary buildings must be located in the rear portion of the property. A secondary garage, residence, or pool house can be located off the back portion of the garage pad and must match the home architecturally. The barn/shop building must be 100 feet from any property line. A secondary garage can be no larger than 1200 square feet, and the configuration of such garage must be approved by the ARC. A barn/shop shall be no larger than 1600 square feet and must be approved by the ARC. No walls or fences shall be permitted between the front wall of a dwelling and the street it faces. Walls or fences constructed on the remainder of the property shall not be higher than six (6) feet and shall be constructed of wood, vinyl, aluminum, metal, or chain link (covered with colored vinyl), brick, stone or concrete block with a stucco finish. Columns are permitted outside of the road right of way and must be reviewed by the ARC. A wire mesh fence may be used behind a split rail fence, but may not be higher than the highest rail on the split rail fence, and must be behind the front wall of the dwelling. If there are any questions about any construction items, the Declarant may be sent a plan or drawing to get approval. All construction plans must be reviewed by the Declarant or its assigns, known as the Architectural Review Committee. The ARC form, construction drawings, and site plan shall be submitted as part of the review process. A fee of \$200.00 shall be submitted with the review of the home. Any auxiliary buildings, fencing, pools, or other improvements to the property shall be submitted for review. A \$50.00 fee will be applied to these improvements.

7. No animals or livestock of any description, except the usual household pets and egg laying hens, are permitted on any tract. Tracts larger than 5 acres may also have 4 livestock animals and 4 poultry animals. The keeping of farm animals must not become a nuisance to other owners at Sanders Landing such as roosters or other loud animals.

8. Any partially completed structures or improvements for which construction activity has ceased for 90 consecutive days, and the debris or remains of any structure damaged by wind, fire or other cause, shall constitute a nuisance and may be removed by the Declarant or the Association if the owner of the tract fails to abate such nuisance within 30 days after written notice thereof is given. All costs expended by the Declarant or the Association shall be paid by the owner and shall constitute a lien upon the tract until paid in full together with interest thereon at the rate of 8% per annum.

9. No inoperable, stripped, partially wrecked, or junk motor vehicle, or part thereof, shall be permitted to be parked or kept on any street or tract.

10. No noxious, offensive or illegal activities shall be conducted or permitted on any tract nor shall anything be done on any tract that shall be or become an unreasonable annoyance or nuisance to the neighborhood. No hunting or target practicing from the discharging of firearms shall be permitted on any property covered by these restrictions by the owner or guests.

11. No oil or natural gas drilling, refining, quarrying, or mining operations of any kind shall be permitted upon or in any tract, and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any tract. The thinning of timber is permitted on all tracts, but an average of 144 inches of trees per acre must be left. No tree cutting within any of the buffers shall be allowed as to trees larger than 4 inches. If a tree is diseased or dead it may be removed from the buffer regardless of size.

12. All tracts, except tracts owned by the Declarant, whether improved or unimproved, shall be kept free of dead trees or limbs which are a danger to abutting property or roads. Weeds, trash, and debris shall be disposed of in such a manner as to prevent the same from becoming unsightly, unsanitary or a hazard to health or safety of other residents. In the event the Owner, or his, her or its contractor or agent fails to comply with the terms of this provision, the Declarant or the Association shall have the right (but not the obligation) to enter upon such tract after the owner has been notified in writing of the violation and no curative action has been taken within 30 days after such notice, or the curative action has started but has not been pursued diligently, in order to effect compliance with this provision. All expenses incurred by the Declarant or the Association shall be paid by the owner of the tract immediately upon receipt of a statement from the party incurring the expense. Declarant may require the use of trash containers during any construction activity on a tract in order to maintain a clean and satisfactory condition during the construction period. Construction materials and debris and other man-made substances may not be burned, buried or otherwise disposed of on a tract. Trees, limbs, and other debris which occur naturally on a tract may be buried within the tract (subject to all governmental regulations), provided that the person burying such debris shall record a map of the tract showing the location of such bury site. All building sites shall be properly landscaped with grass and shrubbery before moving into the residence. Stabilization of the yard with grass is required once the construction site is finished and before occupancy. Shrubs should be reflective of the value within the development in size and numbers. A landscape plan shall be submitted with the building plan stating the grass schedule, shrubs to be used, and any other elements for the yard landscaping. This is to insure stabilization of the site during and after the construction process. A third party consultant for storm water inspections shall be required during the construction process. Proper landscaping of the sites is essential to every property owners' protection of value.

13. Any satellite reception dish or device larger than 36" in diameter, outdoor clothes lines, and pools shall be screened from view by adjoining tracts and the streets by means of landscaping or attractive screening materials. All pools shall be in ground, with the exception for small baby pools, which can be above ground.

14. No tractor-trailer rigs, backhoes, bulldozers, tanker trucks, other construction equipment (as a unit or the individual components thereof), buses, or heavy commercial vehicles shall be parked or stored on any tract, except in the normal course of making deliveries or providing services to the tract. Any recreational vehicle, boat, trailer, vehicle with advertisement, or

camper trailer must be parked behind the residence and shall be screened so that it cannot be viewed from nearby tracts or the street. The screening shall be effective and reviewed by the ARC. The front these vehicles may be seen from the road, but that is the extent of allowable visibility. Screening options may consist of fencing, large landscaping that will effectively screen the vehicle, shelter, or cover. The screening may require a combination of these options. If effective screening is not an option because of the nature of the lot, the vehicles must be stored off site or in a garage. A plan must be submitted and approved before these types of vehicles can be stored on the property. All off road vehicles such as 4 wheelers, dirt bikes and go carts may not be driven on the road and must not become a nuisance to neighbors. Golf carts shall be driven by a licensed driver on the roads within the development.

15. No tract may be subdivided to create more tracts by any owner subsequent to the Declarant. Declarant may amend or modify any existing plat and thereby relocate the property lines of any tract which is owned by Declarant. Property owners may adjust property lines if approved by York County.

16. The Declarant reserves for itself, its successors and assigns, for purposes incidental to its development of the real property subject to these Restrictions, a twenty (20') foot strip along the margin of each road right of way and a ten (10') foot strip along each other property line for the purpose of constructing, installing, maintaining, repairing and operating utility lines, poles, mains, cluster mail boxes (if necessary) and water drainage.

17. Nothing herein shall be construed as imposing any restrictions upon any other property owned by Declarant. Declarant in the course of developing adjoining property may, but shall not be obligated to, extend these restrictions to such property by means of a supplemental declaration (which may include modifications applicable to such additional property) or impose such other restrictions or no restrictions as Declarant chooses.

18. These restrictions, rights, reservations, limitations, covenants and conditions shall be deemed to be real covenants and shall run with the land and shall be binding upon the owners of all tracts described herein or hereinafter made subject hereto until July 1, 2039, and shall continue for successive periods often (10) years thereafter unless amended or terminated as provided below. These Restrictions may at any time and from time to time be modified or amended by written instrument by the owners of at least two-thirds (2/3's) of the tracts subject hereto at the time thereof. The Declarant may modify the Restrictions as long as the Declarant owns land affected by these Restrictions.

19. Any damage (including tracking mud, pouring concrete or depositing debris) to a street shown on the Plat or to the ditches or shoulders of the street, or to the flow of drainage water along the said street, caused by driveway connections or traffic to and from the property owner's tract, shall be repaired at the expense of the owner connecting such driveway. Each property owner is held fully responsible for the acts of his agents, contractors, and subcontractors. Each

property owner at his expense shall take such precautionary and/or preventative measures, including, but not limited to, the use of grassing, siltation fences, matting and rip-rap, as may be necessary to stop erosion or sedimentation from such owner's tract into waterways, or adjoining roads or property. All property owners must have a third-party consultant to monitor the construction sites throughout the construction period. The third-party consultant shall send reports to the owner and copy the Declarant and to York County.

20. The Declarant is permitted to place temporary marketing signs at the entrance to the Property. The only sign permitted on any Tract with an occupied residence is one sign, no larger than four (4) square feet, bearing the name or names of a property owner or property address and which must be placed within twenty (20') feet of a driveway entrance; provided, that one small sign such as is used in the ordinary course of effecting residential sales transactions may be placed within twenty (20') feet of a driveway by real estate agents or by owners to advertise a tract for sale.

21. All driveway pipe installed in ditches which are in the road right of way shall be constructed of reinforced concrete pipe with a diameter that meets the applicable governmental standards (in no case less than 15" in diameter). All improvements such as pipe, head walls, and irrigation shall be approved by York County. Declarant or governing authority may notify owner of any violation and the owner shall have five (5) days to correct said violation. If owner fails to correct said violation, Declarant shall have the right (but not the obligation) to remove, replace or repair any improvement placed in a road right of way owned by the governmental authority which does not meet applicable governmental standards and any associated cost or loss of value shall be the responsibility of owner. No irrigation or other improvements may be installed in the road right of way unless an encroachment permit is approved by York County.

22. Except as otherwise specifically provided, the owner of each tract by acceptance of a deed therefore by virtue of such ownership shall become a member of the Sanders Landing Property Owners Association, Inc. (The "Association") upon its formation and each owner of a tract is deemed to covenant and agree to, and shall pay to the Association, an annual assessment to pay for the cost of maintaining and repairing the Common Areas, as hereinafter defined, within Sanders Landing Subdivision. Each owner of a tract subject to this assessment obligation, including owners of tracts in subsequent sections or phases of Sanders Landing who are subject to these restrictions by amendment or supplemental filings, shall pay the same annual and special assessment amount, irrespective of the size of the tract, the location of such tract or any other factor. The combination of two or more tracts by a single owner through the recording of a revised plat map shall reduce the number of assessments for the combined tracts to the number of tracts shown on the revised plat maps.

The assessment and charges created herein shall constitute a continuing lien upon each tract and, if not paid within thirty (30) days after the due date thereof, shall bear interest at the rate of ten percent 10% per annum until paid. The lien may be enforced as by law allowed. The



lien created herein is specifically subordinated to the lien of any valid first mortgage upon any tract in the subdivision. The property owners shall have the right to promulgate rules and regulations concerning the use of the Common Areas. Each person acquiring title to a tract binds himself, his heirs, and assigns to be members of the Association should it be formed pursuant to these restrictions and conditions, and further binds and obligates himself, his heirs, and assigns to pay the assessment to the Association once it has been levied by the Association. The obligations imposed by this paragraph shall exist whether or not the Association has been formed as of the date these restrictions are recorded or as of the date any tract is sold, if at any time that these restrictions are in effect the Association is formed as a non-profit corporation, the principal purpose of which is to maintain the Common Areas.

The "Common Area" as used in these Restrictions shall include (a) one or more signs identifying Sanders Landing, (b) any landscaping, irrigation, fencing, mail box kiosk, or lighting associated with any Common Area, (c) street lighting and (d) any other land, improvement, facility or amenity such as water quality structures and/or vehicle storage parking areas which Declarant or the Association may construct on property subject to these restrictions and designated by Declarant, or identified on a recorded plat map, as Common Area.

23. If any person shall violate or attempt to violate any of the Restrictions herein set forth, it shall be lawful for any other person or persons owning or having an interest in any portion of said subdivision to institute and prosecute any proceeding in law or equity against such person or persons to restrain such violation or to recover damages or other compensation for such violations. In the event of such proceedings between any property owners affected by these Restrictions, the prevailing party as determined by the results of the litigation, shall be entitled to an award of attorneys' fees and costs associated with such litigation.

24. Zoning ordinances, Restrictions and regulations of York County and its various agencies applicable to the subject property shall be observed. In the event of any conflict between any provisions of these restrictions and such ordinances, restrictions or regulations, the more restrictive shall apply. The invalidation or unenforceability of any provision of these covenants by judgments or other order of any court shall in no way affect any of the other provisions, and such other provisions and covenants shall remain in full force and effect.

25. No building, including a house, outbuilding or other similar structure, shall be located, constructed or placed on any tract within ten (10) feet of the boundary of a debris disposal area (sometimes referred to as "bury sites" or "bury pits") as such areas are delineated or noted on the recorded plat of the subdivision.

26. Purchaser shall sign an acknowledgement that such purchaser has reviewed the Restrictions, and that he, she or it agrees to abide by said Restrictions. Architectural review guidelines shall be established for the development to help with submittals and application of the Restrictions.

27. Utilities and fees and requirements. York Electric Cooperative, Inc. will bury underground power to the home, but will charge a per foot fee if the connect is past 250 feet. York County Natural Gas Authority is requiring developers to agree that the homeowners use gas for their primary heating supply and water heater. If a home owner does not want to use gas for these appliances, there will be a fee of \$2,747.00 to be released from this commitment. The homeowner must show proof of the installation of the heating supply unit and water heater install. This documentation shall be forwarded to York County Natural Gas Authority for satisfaction of this provision. The culvert for the entrance to each property was paid for by the developer.

28. All improvements to the property shall be submitted for architectural review to the ARC. The Restrictions, ARC review, and third-party consultant for erosion control are in place to insure the character and environmental concerns with developing Sanders Landing. ARC guidelines will be created by the Declarant and passed on to the Association.

29. Tract # 42 will have to adhere to the Restrictions listed above, with the exception of current buildings. Those structures shall be grandfathered as to their size and construction materials. Tract # 68 will abide by paragraphs 9,10,11,23 and 24. Tracts # 42 and # 68 shall not be subject to assessments provided for in paragraph 22.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be signed this

<sup>7.2.4</sup> 12<sup>th</sup> day of June, 2019.

Signed and sealed in the presence of:

May Green Properties, LLC

[Signature]  
Witness One

[Signature]  
By: Thomas F. Smith, Member/Manager

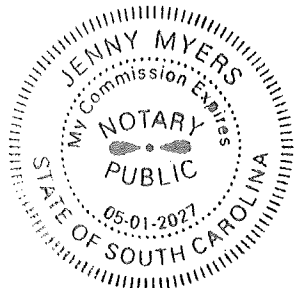
[Signature]  
Witness Two / Notary

STATE OF SOUTH CAROLINA

COUNTY OF YORK

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of June, 2019, by Thomas F. Smith, Member / Manager of May Green Properties, LLC.



[Signature] (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 5/1/2027