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DAVID HAMILTON  
CLERK OF COURT  
YORK COUNTY, SC  
BY: CASSI REDDEN CLERK

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF YORK )

DECLARATION OF COVENANTS AND RESTRICTIONS FOR CLEGG FARMS

WHEREAS, Anne H. Childers (hereinafter "Declarant") is the owner of the real property hereinafter described, and she has entered into a Property Management and Marketing Agreement dated September 4, 2019 (hereinafter "Agreement") with May Green Properties, LLC (hereinafter "Developer"), by which she has authorized Developer, among other things, to prepare this Declaration of Covenants and Restrictions for Clegg Farm ("hereinafter "Restrictions") which are hereby being imposed by Owner, and also for Developer to act as Declarant's agent regarding enforcement of these Restrictions; and

WHEREAS, the Developer is a developer on behalf of Declarant of certain real property located in York County, South Carolina, and Declarant and Developer desire to establish on a portion thereof a community consisting of residential dwellings to be known as Clegg Farm, (hereinafter called "Clegg Farm") and further desires that they be used, developed, maintained and managed for the benefit and welfare of owners of property in Clegg Farm.

WHEREAS, Declarant and Developer desire to ensure that attractiveness of Clegg Farm and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of all properties within Clegg Farm and to provide for the maintenance and upkeep of all common areas in Clegg Farm. 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 the property and each owner thereof, and

NOW, THEREFORE, in consideration of the premises, the Declarant and Developer hereby declare that all of the property described on the map of Clegg Farm recorded in Plat Book 162 at Page 161, Office of the Clerk of Court for York County, South Carolina and that property that hereafter may be made subject to this Declaration of Covenants and Restrictions (hereinafter called the "Restrictions") are 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 and small "in-home" businesses if permitted by York County. One primary residence is permitted on each tract, and a secondary residence maybe permitted, subject to the terms and conditions as set forth hereinafter. Notwithstanding the limitation of use to residential purposes, all uses must abide by York County Zoning Ordinances.

2. Each primary residential unit shall be constructed using new materials and shall contain a minimum of 2,200 square feet of heated enclosed living area for a one-story home and 2,400 square feet heated enclosed living area for a two-story home, exclusive of patios, porches, garages, and basement (finished or unfinished). Each two-story residential unit shall contain a minimum of 1,200 square feet of enclosed, heated living area on the first (main entry-level) floor. The residential unit must contain an attached garage on the first-floor level sufficient in size for at least two standard sized automobiles. If the garage is not located on the first-floor level, then the minimum square footage of the residence shall be 2,800 square feet of heated, enclosed living area, exclusive of patios, porches, garages, and basements (finished or unfinished). Once construction of a residential unit has commenced, the exterior thereof, including finished siding material, shall be completed within six (6) months thereafter. The Owner shall install at his expense a gravel, concrete, or asphalt driveway prior to completion of a residential unit

Secondary residences may also be constructed on the property, provided, however, that such secondary residences may have no more than one-half (1/2) of the total square footage of the primary residence. For purposes of the maximum size of the secondary residences, unheated square footage in areas shall be included. The building and construction standards for secondary residences shall be the same as for primary residence. No secondary residence shall be over 2,400 heated square feet.

3. No building shall be constructed nearer than fifty feet (50') to a side or rear property line nor any nearer than one hundred fifty feet (150') to the front property line. Developer reserves the right to grant variances (up to twenty-five percent (25%) of the required setback) to the setback lines if, in its sole judgment, the variance is warranted due to hardships because of special circumstances attributable to the specific tract. All barns/shops shall be one hundred feet (100') or more from any property line. As to Tract 4 only, there shall be a two hundred foot (200') building setback line from the northern boundary line of Lots 7, 8 and 9 of The Timbers, Section I, which are more particularly described on plat of Survey of The Timbers, Section I dated April 26, 1993, by Baird Engineering, which is recorded in Plat Book 118, page 32 in the York County Register of Deeds Office. A fifty-foot (50') natural buffer on all perimeter lot lines for the purpose of water quality shall remain in place. A one hundred foot (100') natural buffer along Hwy 49 on tracts 2 and 5. Only driveways, fencing, or septic field shall be permitted within the natural buffer. Septic field approval would be considered as a hardship request. Any undergrowth or trees under four inches measured at breast height may be removed from this area.

4. All plumbing fixtures, dishwasher, toilets or sewage disposal systems shall be connected to a septic system constructed by an approved and licensed septic contractor, and approved by the appropriate governmental authority unless public sewage becomes available to the tract. Should public sewage become available to the tract, its use shall be at the discretion of the property owner. All wells shall be at least twenty-five (25') feet or more from any property line.

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. Homes constructed at another site cannot be moved onto a tract. 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 as 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 side on its own chassis.

6. Construction. All construction shall not commence until approved by the ARC (Architectural Review Committee). Please refer to paragraph 26.

A. Residential Units:

Materials for all buildings, whether residential or auxiliary, shall be properly painted, stained, or veneered with wood, brick, stone, stucco, or cement board. If wood or cement board material is used, it shall consist of individual boards, each of which shall be no wider than twelve (12) inches. Board and batten application may be used. No exposed concrete block is permitted. Vinyl may be used for soffits and limited accents on elevations and outside trim. Foundations of the residence and garage shall be a minimum of eighteen (18) inches high, and the material shall be brick or stone. Houses using a stucco exterior finish may use a concrete block foundation with a stucco finish, which effectively conceals the seams in the concrete blocks. The basements of houses that are veneered with wood, cement board, brick, or stone may use a cinder block foundation on the side, and rear elevations of the basement provided the block is covered with a stucco finish which effectively conceals the seams in the concrete blocks. All chimneys must be made of brick, stone, stucco, or cement board. Roof pitch of the residence and of any attached or detached garage shall be a minimum of 7:12, except that screen porches, sunrooms and similar ancillary rooms may have a minimum roof pitch of 3:12. Bonus rooms above garages may have a minimum roof pitch of 3:12 on the rear elevation only. All roof shingles shall be architectural, 3 ply shingles or metal roof.

B. Walls and Fences:

No walls or fences shall be permitted between the front wall of the dwelling and the street it faces, except (a) split rail fences and (b) board fences (wood or vinyl) with three 1" by 6" horizontal boards not higher than five (5) feet and painted or stained (commonly referred to as horse fencing). Walls or fences constructed on the remainder of the property shall not be higher than six feet (6') and shall be constructed of vinyl, wood, chain link (covered with colored vinyl)

brick, stone, or concrete block with stucco finish. 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 if for purposes other than keeping horses, must be behind the front wall of the dwelling. Chain link dog kennels are not allowed unless the chain link is covered with colored vinyl. Also, electrical wire may be used for the purpose of keeping horses, but any such electrical wiring shall be screened by a split rail or board fence if within one hundred feet (100') of any road and be properly posted with warning signs, a minimum of one (1) warning sign every one hundred feet (100') of linear distance of such electrical wire fence. A wire mesh fence may also be used for keeping horses and must be screened with split rail or board fence if within one hundred feet (100') of any road within the subdivision. All chain link fencing must be behind the residence.

C. Barns and Sheds:

Detached, auxiliary buildings shall be permitted, provided that no building shall be larger than 2,400 square feet in size, and each building shall be properly painted, stained, or veneered with wood, cement board, brick, stone or stucco. **Commencement of construction of a barn, shed, or auxiliary of any type shall not occur under any circumstances before the commencement of the construction of the primary residence being built on the property.** A metal building for a barn or shop is permitted, provided that is properly painted to match the house. If wood or cement board material is used, it shall consist of individual boards, each of which shall be no wider than twelve (12) inches. No exposed concrete block is permitted. If the building is more than four (4) inches above the ground at any point, the building must be put on a concrete slab or brick foundation. Auxiliary buildings must be located behind the residence. Auxiliary buildings, other than garages or horse barns, shall have a minimum roof pitch of 3:12 and may use standard asphalt shingles. Horse barns shall have a minimum roof pitch of 6:12, and shall have a metal roof, architectural shingles, or 3 ply shingles. Sheds or storage buildings may use standard asphalt shingles. Horse barns and sheds are exempt from the foundation requirements set forth above. If a shed is over four (4) inches above the ground, it should have a foundation. Auxiliary buildings larger than 200 square feet will be considered a garage and construction must comply with 6(A) above. The purpose of sheds or storage buildings shall be for the storage of lawn maintenance equipment, hand tools, and other miscellaneous items. Only one storage building or shed, one detached garage, and one-horse barn per tract is allowed. Total auxiliary building square footage shall be no more than 5,000 square feet. All auxiliary buildings are to be located behind the house, with the exception to Tracts 2 and 4. Auxiliary buildings for Tracts 2 and 4 may be located either behind or on the side of the house. The ARC committee must approve the placement of auxiliary buildings.

7. No animals or livestock of any description, except for the usual household pets, horses, goats, cows, and egg-laying hens are permitted on any tract. Horses are to be used for recreational purposes only, and not for commercial or breeding purposes, and the number of horses, cows, and goats shall be limited to one horse, one cow, and one goat for every three acres within the tract. All animals must not become a nuisance to the neighborhood as a result of the number of animals, the noise created, trespass onto other tracts, odor or any of factor deemed to be a nuisance. No roosters are allowed.

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 Developer 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 Developer 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% or the then prime rate, whichever is greater.

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 with guns 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. Timber cutting is permitted, provided, however, that no clear-cutting of all the timber on a tract shall be permitted on more than half of any property. The thinning of timber on the rest of the property may occur except within the perimeter buffer as stated in paragraph 3.

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, debris, and rubbish 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 that a property owner, or his contractor or agent, fails to comply with the terms of this provision, the Declarant or Developer as her agent or other property owners in the subdivision 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, Developer as her agent or other property owners in the subdivision shall be paid by the owner of the tract that violates this provision immediately upon receipt of a statement from the party incurring the expense. Declarant or Developer as her agent may require the use of trash containers during any construction activity on a tract to maintain a clean and slightly condition during the construction period.

13. Any satellite reception dish must be screened from view from the road and adjoining neighbors. Location of the dish should be behind the residence unless a hardship occurs, then the dish should be properly screened from view. No above ground pools shall be permitted.

14. No tractor-trailer rigs (as a unit or the individual components thereof), buses, or large construction equipment or vehicles, tanker trucks or other 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, camper trailer, vehicle with advertisement, or construction vehicle must be parked to be screened so that it cannot be viewed from nearby tracts or the street.

15. No tract may be subdivided by an owner subsequent to the Declarant, with the exception of Tract 5. Tract 5 may only be subdivided once so long as it is done in accordance with rules and regulations of York County.

16. The Declarant reserves for herself, her heirs and assigns, for purposes incident to its development of the real property subject to these Restrictions, an easement of twenty (20) feet along the margin of each road right-of-way and often (10) feet along each other property line for the purpose of constructing, installing, maintaining, repairing and operating utility lines, poles, mains and facilities, water drainage, and re-surveying.

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 December 31, 2026, and shall continue for successive periods of ten (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 signed by the owners of at least four out of the five tracts subject herein at the time thereof, or if the Declarant still owns one of the tracts, by the Developer as agent for Declarant.

19. The Declarant or the Developer, as her agent, is permitted to place temporary marketing signs at the entrance to the Property. The only signs permitted on any other tract shall be (a) with respect to a tract with an occupied residence, one sign, no larger than four (4) square feet, bearing the name or names of the property owner or property address and which is placed within twenty (20) feet of a driveway entrance; and (b) 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.

20. Any and all improvements within the road right of way, including but not limited to driveway pipe installed in ditches, shall be constructed of reinforced concrete pipe to the diameter that meets applicable governmental standards (in no case less than 15" diameter). All improvements (mailboxes [brick and concrete are prohibited], fences, landscaping, etc.) constructed in the road right of way (road right of way typically extends beyond rear slope or roadside ditch) must meet applicable governmental standards. If Declarant or Developer as her agent notifies an owner of any violations, the owner will have five (5) days to correct said violation. If owner fails to correct said violation, Declarant or Developer as her agent shall have the right (but not the obligation) to remove, replace or repair any improvements placed in a road right of way owned by Declarant or governmental authority which does not meet applicable governmental standards and any associated costs or loss of value shall be the responsibility of the owner and shall be a lien upon the owner's tract. South Carolina Department of Transportation (SCDOT) encroachment permits may be required for mailboxes or any other construction within the road right of way area.

21. If any person shall violate or attempt to violate any of the covenants 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 covenants, 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.

22. 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. "In-home" businesses (which are permitted as previously set forth herein in Paragraph 1) are subject to the standards required for such industries or businesses in the applicable county ordinances.

23. The use of four-wheelers, motorcycles (including dirt bikes), or any similar off-road motorized recreational vehicle in the subdivision is prohibited, except that a property owner may operate such vehicles only on his or her own tract, provided that the use and operation of such vehicles must be done in such a manner that it will not constitute a nuisance to adjacent property owners.

24. Property owners may apply to the Developer or the ARC for consideration of the use of different architectural materials or design and grant variances on a case by case basis, as long as the integrity and value associated with the improvement is determined not to affect the value of other properties in the development negatively. Developer or ARC may grant hardship variances on setbacks and building placement based on soil condition, topography, or other physical limitations presented on the subject property, so long as the Developer and/or ARC determines that the granting of such variance will not harm property values in the development.

25. All construction plans must be reviewed by the Developer or its assigns, known as the Architectural Review Committee (ARC). 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, and the review fee for auxiliary buildings shall be \$100.

26. Owners of Tracts 2-5 of Clegg Farm shall contribute to The Timbers Property Owners Association \$150 yearly. These contributions shall not constitute a lien on any property covered by these Restrictions. Such contributions shall continue so long as The Timbers Property Owners Association is providing landscaping maintenance that benefits Lots 2 through 5 of Clegg Farm, and such fee may be adjusted downward if maintenance responsibilities on Clegg Farm Road are assumed by the owners of Lots 2 through 5. The Timbers residential development has yearly dues to take care of common areas and lighting associated with the development. Tracts 2-5 will have driveway access off of Clegg Farm Road which is the access to The Timbers development.

IN WITNESS WHEREOF, the Declarant and Developer have caused this Declaration to be executed this 7<sup>th</sup> day of JANUARY, 2020.

**DEVELOPER**

MAY GREEN PROPERTIES, LLC

By: Thomas F. Smith

THOMAS F. SMITH, Member/Manager

Signed and sealed in the presence of:

[Signature]

[Signature]

STATE OF SOUTH CAROLINA )

COUNTY OF YORK )

**ACKNOWLEDGMENT**

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of JANUARY, 2020 by THOMAS F. SMITH, Member/Manager of May Green Properties, LLC.

Sworn to before me this 8<sup>th</sup> day of JANUARY, 2020.

[Signature] (SEAL)

Notary Public for South Carolina

My Commission Expires: 2/16/21



IN WITNESS WHEREOF, the Declarant and Developer have caused this Declaration to be executed this 7<sup>th</sup> day of January, 2020.

Signed and sealed in the presence of:

Quinn T Smith

Kaitlyn J. Morris

STATE OF SOUTH CAROLINA )

COUNTY OF YORK )

**DECLARANT**

[Signature]

Anne H. Childers

As Agent for Anne H. Childers  
Under Power of Attorney

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 7 day of January, 2020 by Malissa P Church, Anne H. Childers.  
agent for Anne H. Childers

Sworn to before me this 7  
day of January, 2020.

Kaitlyn J. Morris (SEAL)