

J. Shull

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COUNTY  
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OF DEEDS

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF ORANGEBURG )

*Shull J. Shull*  
DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR  
OAKFIELD PLANTATION, LLC

This declaration made the 28<sup>th</sup> day of October, 2006 by S.S. Sandhu Trust hereinafter referred to as "Developer"

WHEREAS, Developer is the owner of certain real property located in Orangeburg County, South Carolina, which is more particularly described in Exhibit A attached hereto and made a part hereof by reference.

WHEREAS, Developer proposes to create on such property a subdivision known as "Oakfield Plantation, LLC" herein for the benefit of the subdivision;

WHEREAS, Developer wishes to accomplish the following objectives by the imposition of the covenants and restrictions set forth herein;

- (a) To maintain the value and the distinctive residential character and integrity of the subdivision and to maintain the quality and value of any common area portion of the Subdivision:
- (b) To maintain, improve and landscape the common areas:
- (c) To minimize or eliminate the possibility of any disruptions of the peace and tranquility of the residential environment of the Subdivision:
- (d) To maintain design criteria, location, construction specifications and other controls to assure the integrity of the Subdivision: and
- (e) To comply with all of Orangeburg County codes and ordinances regarding subdivisions.

KNOW ALL MEN BY THESE PRESENTS THAT, the Developer hereby agrees that all the property so occupied and used and described in Exhibit "A" shall be held, mortgaged, transferred, conveyed, leased, occupied and used subordinate and subject to the following easements, restrictions, covenants, charges, liens and conditions which are hereby imposed for the purpose of protecting the value and desirability of these lands and which restrictions, easements, charges, liens, conditions and covenants shall touch and concern and run with the title to the real property subjected to this Declaration and which shall be binding on all parties having any portion of them. This instrument also binds the respective heirs, devisees, fiduciary representative, successors, successors in title and/or assigns, and shall inure to the benefit of anyone or anything who/which purchases or takes any interest in real property within the lands subject to this declaration.

**ARTICLE I  
DEFINITIONS**

When used in this Declaration unless the context shall prohibit or require otherwise, the following words shall have the following meanings, and all definitions shall be applicable to the singular or plural forms of any such terms(s):

Section 1. "Assignment" shall mean and refer to an owner's share of the common expenses or other charges from time to time assessed against an owner by the Association in the manner herein provided.

Section 2. "Association" means "Oakfield Plantation, LLC" Property Owners Association, Inc., a South Carolina eleemosynary corporation, its successors and assigns, hereinafter sometimes referred to as "POA".

Section 3. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association, which is the governing body of the association.

Section 4. "Bylaws of the Association" or "Bylaws" shall mean and refer to those bylaws of the association which govern the administration and operation of the Association attached hereto as Exhibit B, and made a part hereof by this reference, as may be amended from time to time.

Section 5. "Common Area" shall mean all real and personal property owned by the Association for the common use and enjoyment of the owners including but not limited to the entrance, any landscaping areas, berms, detention ponds, the streets in the subdivision and all other common areas as designated on the subdivision plat referred to in the description attached as Exhibit A.

Section 6. "Declaration" shall mean this Declaration together with all supplements and amendments to this Declaration as filed in the Office of the Register of Deeds for Orangeburg County.

Section 7. "Developer" shall mean S. S. Sandhu Trust, a South Carolina corporation, its successors and assigns. The Developer shall have the right to assign any and all rights which it may possess as Developer to any person or entity.

Section 8. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property, together with the improvements thereon, with the exception of the Common Areas.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot, including contract sellers, but excluding those person having such interest merely as security for the performance of an obligation.

Section 10. "Person" shall mean and refer to a natural person, corporation, partnership, association, proprietorship, trust, or any other legal entity or any combination thereof.

Section 11. "Property" shall mean and refer to all property which is subject to this Declaration.

Section 12. "Subdivision" shall mean and refer to those lots or parcels of land as are described in Exhibit A together with all improvements presently thereon or to be subsequently constructed thereon as well as any subsequent depiction of the property on later surveys which may show an actual subdivision of the property in to separate parcels or lots.

Section 13. "Subdivision Plat" shall mean and refer to those plat described as Exhibit A attached hereto together with any future revisions thereof and recorded from time to time in the Office of the Register of Deeds for Orangeburg County.

Section 14. "Common Areas" shall mean any fencing, landscape or screening area of the subdivision, the entrance, any landscaping areas, retention pond, the street known as Orangepark Drive and all other common areas as designated on the subdivision plat attached to Exhibit "A".

## **ARTICLE II PROPERTY**

Section 1. Property. The Property which is and shall be held, transferred, sold, conveyed, leased and occupied, subject to these covenants is located in the City of Orangeburg, Orangeburg County, South Carolina and is more particularly described in Exhibit A attached hereto and by reference incorporated within.

## **ARTICLE III THE ASSOCIATION; MEMBERSHIP AND VOTING RIGHTS**

Section 1. The Association. The Developer has established or will establish the Association for the purpose of exercising powers of owning, repairing, maintaining and administering the Common Areas and providing common services, administering and enforcing covenants, conditions and restriction containing herein, and levying, collecting and disbursing assessments and charges herein created. All Common Area shall be conveyed by the Developer to the Association and owned by said Association as provided herein. Further, the Developer reserves the right to accept any and all of the rights and obligations of the Association set forth herein. The Association shall be authorized but not required to provide the following services:

- (a) Clean-up, maintenance and landscaping of all open spaces, curbs, roadways, streets, walls, and fences, entrances and signs, retention pond, walking easement, and storm drains.

(b) To take any and all actions necessary to enforce all covenants and restrictions affecting the Subdivision and to perform any of the functions or services delegated to the Association in any covenants or restrictions applicable to the Subdivision.

(c) To provide architectural review services and enforcement of architectural standards as provided herein.

(d) To provide administrative services including but not limited to legal, accounting, financial and communication services informing members of activities, notice of meetings, referendums, etc., incident to the above listed services.

(e) To provide directors and officers liability insurance for the Association and its duly elected Directors and Officers.

(f) To own, repair and maintain the fences, entrances, walls, berms, retention ponds, roadways, streets and signs located within the Subdivision.

(g) To take any legal action necessary to enforce all covenants and restrictions affecting the Subdivision and to perform any of the functions or services delegated to the Association in any covenants or restrictions applicable to the Subdivision.

(h) To provide any and all services necessary or desirable in the judgement of the Board of Directors of the Association to carry out the Associations obligation and business under the terms of this Declaration.

Section 2. Membership. Every person or entity, including Developer, who is an Owner of any home which is subjected to this Declaration shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessments.

Section 3. Voting Rights. Each member shall be entitled to one (1) vote for each home owned. When more than one (1) person holds an interest in any lot, all such persons shall be Members. The one (1) vote for such lot shall be exercised as they, among themselves, shall determine, but in no event shall more or less than one (1) vote be cast with respect to any such lot. The Developer in addition to having one (1) vote for each lot owned by said Developer, shall be entitled to five (5) votes for each lot owned by Developer, thus Developer shall have six (6) votes for each lot. This additional voting right of the Developer shall cease when the Developer has conveyed to others all the lots in the Subdivision. The Members of the Association shall have the right to vote for the election and removal of Directors and upon such other matters with respect to which a vote of the Members is required under the Declaration or Bylaws. Members shall cast their votes as set forth in the Declaration and the Bylaws.

Section 4. Board of Directors. The Association shall be governed and the business and affairs

of the Association shall be managed by a Board of Directors as is more particularly set forth in the Bylaws of the Association.

Section 5. Referendum. Any action which may be taken at a duly called meeting of the Association may also be taken by a referendum of the Members of the Association. In the event fifty-one percent (51%), or more, of the votes actually returned to the Association within the specified time shall be in favor of such action, the referendum shall be deemed to "pass" and the action voted upon will be deemed to have been authorized by the Members; provided, however, that if a higher percentage vote required to "pass" shall be specifically expressed herein, that higher percentage shall control in that instance.

Section 6. Assessments. The Board of Directors shall have the authority by majority vote to set an assessment to cover the expenses of all maintenance and repairs of the Association. The assessment as established shall be borne equally by each improved lot within the Subdivision. The Board shall have a right to set special assessments for capital improvements with a vote of two thirds (2/3) of the members of the Board. Initially this fee shall be \$350.00 for each improved lot. For more detail see attached By Laws (Exhibit B).

#### ARTICLE IV PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Owner's Easement of Enjoyment. Subject to the provisions of these covenants and the rules and regulations of the Association, every owner shall have a non-exclusive right and easement of enjoyment in and to the dedicated Common Areas and such easement shall be appurtenant to and shall pass with the title to every lot.

Section 2. Title to Common Areas. The Developer hereby covenants for itself, its successors and assigns, that it shall convey to the Association by a bill of sale and limited warranty deed, if applicable, fee simple title to the Common Areas, free and clear of all liens and encumbrances of record except for the standard utility easements serving the Subdivision, those set forth in the subdivision plat and contained herein.

#### ARTICLE V ARCHITECTURAL STANDARDS OAKFIELD PLANTATION, LLC REVIEW BOARD

Section 1. Review Board. There is hereby created the Oakfield Plantation, LLC Review Board. The Review Board is to be composed of three members of the POA appointed by the Board of Directors of the POA; provided, however, the Developer shall initially serve as the Review Board. The Developer shall retain the right to appoint the Review Board until such time as the Developer has sold all of the lots of the subdivision or Developer relinquishes such right to the Association. After the Developer has sold all of the lots within the subdivision, or Developer has relinquished

architectural control to the Association, the Review Board members shall be appointed by the Board of Directors of the Association in accordance with the Bylaws of the Association as set forth in Exhibit B attached hereto and incorporated herein as if re-stated.

**Section 2. Approval of all Plans, etc.** In order to maintain a high level residential development and to ensure that all houses and other structures are of appropriate size and are of harmonious design, properly located in relationship to the neighboring structures, and adapted to the terrain of each lot, the Developer retains full architectural control in order to achieve these objectives. Accordingly, no building, out-building, fence, wall, garage or structure of any kind or alteration, renovation or additions thereto shall be erected or placed on any lot until the complete plan, specifically proposed design and location thereof on the lot, shall have been submitted to the Developer or Review Board for approval. The Developer or Review Board must approve all buildings and landscaping plans and specifications including exterior elevations, materials, exterior colors, exterior finishes, landscaping and location of the same to ensure the harmony of the external design and location in relation to the surrounding structures and topography and all additions, improvements, renovations and alterations to the exterior of all approved buildings and structures on a lot. No accessory structures or outbuildings whether or not attached to the principal residence (including but not necessarily limited to carports, storage sheds, dog houses, awnings, breezeways, swimming pools and the like) shall be constructed, unless approved by Developer. This prohibition shall not apply to shelters approved by the Developer or Review Board and used by the contractor during construction of a house, it being clearly understood that the latter temporary shelters may not, at any time, be used for residence or permitted to remain on the lot after completion of construction.

**Section 3. General Terms for Review Board:** In the event the Developer or Review Board fails to respond to any request within thirty (30) days after complete written plans and specifications have been submitted to it, the same shall be deemed approved and this article shall be deemed to have been fully complied with. Neither Developer nor any member of the Review Board shall be responsible or liable in any way for any defects in any plan or specifications approved by the Review Board, nor for any structural defects in any work done according to such plans and specifications approved by the Review Board. Further, neither the Developer nor any member of the Review Board shall be liable for damage to anyone submitting plans or specifications for approval under this section, or to any owner of property affected by this Declaration by reason of mistake in judgement, negligence or non-feasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans and specifications to the Review Board for approval agrees, by submission of such plans and specifications, and every owner of any lot agrees, that he will not bring any action or suit against the Developer, or any member of the Review Board to recover for any such damages.

## ARTICLE VI

### **BUILDING AND USE RESTRICTIONS**

**Section 1. Residential Use of Lots.** No structure shall be erected on any lot other than one

single-family dwelling. Lots 1-22 containing a total of not less than 1800 square feet, and Lots 53-62 not less than 2200 square feet of heated space. An attached garage shall be required, unless approved by Developer, which shall be of similar design to that of the main dwelling. In no event, however, shall a garage larger than a two car garage be erected upon a lot. No use shall be made of the property or of any right or privilege appurtenant thereto, other than for private residential purposes of a single family. No window heating or air conditioning units shall be permitted.

Section 2. Timely Landscaping. Landscaping plans and specifications must be submitted to the Developer or Review Board for approval prior to occupancy. All landscaping must be completed within ninety (90) days after completion of the improvements or residence and approval.

Section 3. Tanks, Equipment, Garbage Cans, etc. Except as permitted in this paragraph, no elevated tanks of any kind shall be erected, placed or permitted on any part of any lot. Any tanks for use in connection with any residence constructed on said premises, including tanks for the storage of fuels, must be buried or enclosed sufficiently to conceal them from the view of neighboring lots, roads or streets. All garbage cans, equipment, coolers, wood piles, storage piles, clothes lines, toys, gym sets, trampoline, etc., shall be enclosed to conceal them from the view from neighboring lots, road or streets. Plans for all enclosures of this nature must be approved by the Developer or Review Board.

Section 4. Pets. Dogs, Cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. Households shall be limited to no more than 2 dogs and 2 cats per household. Such household pets must not constitute a nuisance or cause unsanitary conditions. Such household pets shall be maintained upon the Owner's lot and it shall be considered a nuisance if any such pet is allowed to go upon another Owner's lot or to be upon the streets unless under leash or carried by the Owner. No poultry or livestock shall be permitted.

Section 5. Communication System. Cable television services will be available to all lots in the Subdivision at the request of the individual lot owners. Satellite dishes are thereby prohibited unless, upon written request, the Developer or the Review Board authorizes the installation of a satellite dish. If so allowed, all satellite dishes must not exceed 18 inches in diameter and must be approved by the Review Board or the Developer as to configuration and exact location.

Section 6. Offensive Activities. No noxious, offensive or illegal activities shall be carried on upon any lot nor shall anything be done thereon which is or may become an annoyance or nuisance to the owners of other lots in Orange Park. Nothing shall be done or allowed and no conditions or situation shall be permitted on any such lot which shall constitute, cause or become a nuisance to the owners of other lots in the subdivision. Nothing shall be done or allowed not shall any condition be permitted on said lot which shall pollute the water of any drain, ditch or detention pond.

Section 7. Trucks, Commercial Junk or Disabled Vehicles, Motor Homes & Travel Trailers. No trucks and no commercial type vehicles, except pick-up trucks and/or sport utility vehicles, shall be stored, parked or housed on any lot except while parked in a closed garage, nor shall said vehicles

be parked on any residential street in the subdivision except while engaged in transporting to or from a residence in the subdivision, unless otherwise permitted by the Developer or the Review Board. No stripped, partially wrecked, unlicensed or invalidly licensed, disabled or junk motor vehicles, or part thereof shall be permitted to be parked or kept in the subdivision. Boats must be stored in an enclosed shed. If not, they must be removed from the property within 5 days.

Section 8. Subdivision. No lot referred to herein shall be subdivided or reduced in size without the written consent of the Developer or the Review Board.

Section 9. Delivery Receptacles. Developer will install mail boxes with matching paper receptacles. No commercial paper receptacle or other mail boxes or posts will be permitted. Trash cans will be kept out of sight.

Section 10. Enclosures. No tent, shack, trailer, school bus, camper, boat, motor home, or trucks other than typical pick up truck or temporary structure of any kind shall be erected, kept, had or allowed at any time on said lot hereby conveyed, provided, however, that a camper, boat, or motor home may be parked in an enclosed garage where such recreational vehicle is not visible from the street or adjoining homes, and also provided such garage meets all requirements for buildings and improvements contained elsewhere in these restrictions. All rubbish, garbage and trash shall be kept in closed cans or other suitable containers, which shall be placed and kept in closed cans or other suitable containers, which shall be placed and kept in an enclosure, or out of sight from the street or neighbors' house at all times. Portable storage (POD's, etc.) can remain on property for no more than 15 days.

Section 11. Easements. An easement is reserved unto the Developer over the front ten (10) feet of each lot in the subdivision, such easement being for the purposes of drainage, rights-of-way and the maintenance thereof; an easement is reserved unto the Developer over seven and one-half (7.5) feet on the side lot lines for the purpose of drainage, access and utilities and the maintenance of said easements; an easement is reserved unto the Developer over fifteen (15) feet along the rear lot lines of each lot for the purposes of drainage and utilities and the maintenance of said easements.

Section 12. Signs. No sale, rent, advertising signs or billboards shall be erected on any lot/house or displayed in any form to the public, except as specifically approved in writing by the Developer, his agent or the Review Board. No signs, as above described shall be nailed or fastened to any tree at any time. However, one "For Sale" sign of not more than eight (8) square feet advertising any lot, improved or unimproved for sale shall be permitted prior to the initial sale of the lot. Upon any attempted resale of said lot, however, only one "For Sale" sign of not more than four (4) square feet advertising any lot, improved or unimproved, shall be permitted.

Section 13. Fences. All fences must be approved in writing by the developer before installation. All side line fencing shall be on property line and each adjacent homeowner shall "Tie" into existing fences.



**Section 14. Installation or Maintenance.** It is understood and agreed that all subdivision property sold by the Developer is sold in "as is" condition and Developer shall not be obligated to install and maintain storm drains, entrances, fences, walls, control of surface water, or maintenance of streets except as he considers in his sole discretion to be appropriate.

**Section 16. Excavations and Drainage.** No lot owner shall excavate or extract earth for any business or commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding lots, unless approved in writing by the Developer or Review Board. Each owner shall refrain from interference with the established drainage pattern over the owner's lot from adjoining or other lots and shall make adequate provision for proper drainage from any such lot in the event that established drainage over the owner's lot is changed or altered. For the purpose hereof, "established drainage" is defined as a drainage which will occur at the time the overall grading of the properties within the subdivision, including the landscaping of each lot is completed.

**Section 17. Ingress and Egress.** No lot or portion thereof shall be used for purposes on ingress or egress to adjacent or contiguous land or lands, with the exception of designated walking trails.

**Section 18. Parking Spaces.** Adequate off-street parking spaces for each homeowner shall be provided.

**Section 19. Obligation to Rebuild.** If all or any portion of any residence or structure located upon a lot in the subdivision is damaged or destroyed by vandalism, malicious mischief, fire or other casualty, and the owner undertakes to rebuild, repair or reconstruct such, it shall be the duty of the owner to rebuild, repair or reconstruct same in a manner which restores it substantially to its appearance and condition immediately prior to the casualty.

The owner of any damaged residence or structure who intends to rebuild, repair or reconstruct such shall be obligated to proceed with all due diligence and commence construction within one (1) month after the damage occurs and complete reconstruction six (6) months after the damage occurs, unless prevented by causes beyond reasonable control.

In the event the owner of a residence or structure is precluded from rebuilding by virtue of his mortgagee's required application of insurance proceeds to indebtedness or if the owner is not otherwise able or inclined to rebuild, repair or reconstruct, the owner shall be required to have the premises on which same was formerly situated cleared of debris so as to eliminate any unsightliness which would adversely effect the surrounding neighborhood. If the owner fails or refuses to comply with this provision within one (1) month from the date such damage or destruction the Developer or Association is hereby specifically authorized, but not obligated to have such premises cleared of debris and cleaned. The actual costs of such clearing should give rise to a lien in favor of the Developer or Association with the same force and effect as a mechanic's lien.

**Section 20. Reserved Rights.** Subject to the conditions and limitations contained herein, the Developer hereby reserves unto itself, its successors and assigns, the right to relocate, open or close street and common areas in the subdivision and to revise, re-subdivide and change the size, shape, dimensions and locations of lots, common areas and street, whether shown on a recorded plat, a promotional display or a lot layout plan, PROVIDED, however, that no lot sold prior to such revision, relocation or change shall be deprived of that portion of the street or streets on which it bounds not of access to such lot from the streets in the subdivision. Developer will not increase the number of lots, nor the zoning thereof.

**Section 21. Abandonment.** Any conveyance to the Association of the common areas described herein may provide that upon abandonment for a period of three (3) consecutive months of the use of same for which they were designed, title thereto shall at the sole option of Developer revert to Developer, which reversion shall be evidenced by a declaration of Developer to that effect recorded in the Office of the Register of Deeds for Orangeburg County, which shall refer to this paragraph and noted as an amendment hereto.

**Section 22. Assignment.** Subject to the conditions and limitations as contained herein, the Developer in its sole discretion may transfer or assign to the Association, if it is established, any or all of the rights herein established or reserved to Developer, including the lien rights for payment of prorata costs shared by the lot Owners in the subdivision.

**Section 23. Enforcement.** Owners shall comply with the covenants, conditions, restrictions and easements as set forth herein. It is understood that the above restrictions shall be appurtenant to and run with the land. In the event of a violation or breach or threatened violation or breach of any of the same, either Developer, the Review Board, the Association or any aggrieved lot owner, jointly and severally, shall have the right to proceed at law or equity for the recovery of damages, or for injunctive relief or both.

**Section 24. Severability.** If any sentence, clause or paragraph of the foregoing shall be found by a court of competent jurisdiction to be invalid or unenforceable, it shall in no way effect the validity or enforceability of any other sentence, clause or paragraph hereof.

**Section 25. Duration.** The Covenants and Restrictions of this Declaration shall run with and bind the property constituting the Subdivision, and shall inure to the benefit of and to be enforceable by the Developer, the Association or any Owner for a period of ten (10) years from the date hereof and thereafter shall continue automatically in effect for additional periods of ten (10) years, unless otherwise agreed to in writing by the then Owners of at least seventy-five (75%) percent of the lots.

**Section 26. Amendments.** Subject to the conditions and limitations as contained herein, this Declaration may be amended at any time by an instrument signed by at least seventy-five (75%) percent of the lot owners during the initial thirty (30) year period or thereafter by a vote of at least two thirds (2/3) of the lot owners, provided each lot owner shall have one (1) vote for each lot

