

This document has been prepared with a consolidation of all changes that have been filed with the City of Sumter. While for reference only, it in no way should take the place of reading the actual document, on which all decisions are based. Copies of all documents can be obtained from the Foxcroft Homeowners' Association.

**Declaration of Covenants, Conditions, and Restrictions  
For  
Foxcroft Subdivision, Section No. 1**

THIS DECLARATION, made on the date hereinafter set forth by **Meadowcroft, Inc.**, hereinafter referred to as “Declarant.”

WITNESSETH:

Declarant is the owner of Foxcroft Subdivision, Section No. 1, which consists of 68 residential building lots, situate in the City and County of Sumter, South Carolina, and represented on Plat of Louis White Tisdale, RLS, dated the 15<sup>th</sup> day of February, 2005, recorded in the Office of the Register of Deeds for Sumter County in Plat Book 2005 at Page 150. This property is currently represented on the Sumter County as a portion of tax map parcel number 206-00-04-004.

All properties within the subdivision shall be held, developed, improved, sold and/or conveyed subject to the following easements, restrictions, covenants and conditions, which are adopted and imposed to (1) protect and enhance the value of the properties, (2) assure and preserve high standards of aesthetics and quality of labor and materials, and (3) establish certain procedures to enable the community and the residents thereof to permanently control the quality of the neighborhood. The easements, restrictions, covenants and conditions are hereby declared to be binding upon, and shall inure to the benefit of, all parties having any ownership interest in the properties.

**Article 1  
Definitions**

Section 1. “Association” shall mean and refer to Foxcroft Homeowners’ Association, Inc., said Association having been incorporated as a non-profit corporation to operate in accordance with these covenants and its Bylaws.

Section 2. “Owner” shall mean and refer to the record owner, whether one of more persons or entities, of a fee simple title to any lot which is apart of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. “Properties” shall mean and refer to the Foxcroft Subdivision, including 68 residential building lots, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. “Lot” shall mean and refer to any plot of land shown upon and recorded subdivision map of the properties.

Section 5. “Declarant(s)” shall mean and refer to the Meadowcroft, Inc., and such person(s) as shall replace them, or either of them, by way of inheritance, devise or interstate succession (excluding owners/assigns who acquire title to one or more lots, as third party purchases, for residential [as opposed to investment or developmental] purposes).

Section 6. “Developer” shall mean Meadowcroft, Inc.

Section 7. “Plans and Specifications” shall mean and refer to all documents prepared, or to be prepared, in connection with the construction of any improvements on any lot within the subdivision identifying size, interior and exterior configuration, material composition, structural integrity, external appearance and placement thereof.

Section 8. “Improvements” shall mean and refer to all structures, fences, driveways, walkways, excavations, plantings, gradings, things or devices of any type or nature whatsoever, placed, constructed or erected within the surface area of any lot or proposed to be placed, constructed or erected, whether or not to become a fixture thereof or a capital improvement thereto.

## **Article II Homeowners’ Association**

Section 1. Creation of a Homeowner’s Association. The Homeowners’ Association shall be formed as a nonprofit corporation, according to the Bylaws, which are attached to these covenants.

Section 2. Membership. The owner of each lot, by acceptance of deed, shall become a member of the Association in accordance with the bylaws.

## **Article III Maintenance Assessment**

Section 1. Creation of the Lien and Personal Obligation of Assessment. With the exception of Declarant, every owner of a lot within the subdivision, as part and parcel of the consideration for his entitlement to the benefits accruing him as an owner and a member of the Association, is deemed to covenant and agreed to pay the Association the annual and special assessments or charges assessed and/or adopted by the Association, together with interest thereon and all costs of collection, including reasonable attorneys fees. No assessments shall be made for lots owned by Declarant.

Section 2. Purposes of Assessments. The regular or annual assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties, and for the construction, improvement and maintenance of areas which the Association is required to maintain, including any common areas and /or properties, and to cover the administrative and operating expenses of the association. Such areas shall include, without limitation, any property or improvements within the subdivision which do not form a part of a developed lot; the streets (in the event they are not accepted for public maintenance by local or state government), any fencing, landscaping, lighting (other than that provided by the City or County of Sumter), irrigation, and shall include mowing all such areas, including street rights-of-way, medians, cul-de-sac areas, storm drainage and detention areas, ponds, and the areas adjacent to the improvements, and any other areas or improvements designated for construction, improvement or maintenance by the Declarant, Developer or Association.

In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of construction, reconstruction, repair or replacement of any improvement, including fixtures and personal property related thereto, provided that any such assessment shall have the approval of two-thirds (2/3rds) of the voters of all members who are voting in person at a meeting duly called for this purpose. Any special assessment shall not apply to the lots owned by Declarant.

Section 3. Rate of Assessment. Both annual and special assessments may be fixed at such rates as are determined by the Homeowners Association and may be non-uniform.

Section 4. Dates of Commencement and Payment of Annual Assessments. The lien of assessments provided for herein shall commence and attach on the date set by the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of annual assessment at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 5. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of one and one-half (1 ½%) percent per month (eighteen [18%] percent per annum). If any such sum shall not be paid when due, the Association shall have the right, upon not less than fifteen (15) days' written notice to the lot owner, to collect such sum and collect reasonable attorneys' fees and all other costs and expenses incurred by the Association in connection with the collection thereof.

Section 6. Lien for Unpaid Assessment. The payment of any assessment levied by the Association, together with the interest thereon and the costs of the collection, shall constitute a lien on the lot against which the assessment is levied, senior in priority to all other liens except only Sumter City and County ad valorem property taxes, real estate mortgages and security interests perfected by financing statements indexed as real estate mortgages.

Any collection action may be at a law or in equity, and the lien of any such assessments may be foreclosed in the same manner as a mortgage lien, consistent with and subject to the statutes, rules and common law of South Carolina pertaining to mortgage foreclosure actions. The Association shall have the right to bid on the lot (with any improvements thereon) at foreclosure sale and to acquire and hold lease, mortgage, and convey the same. An action to recover a money judgment for unpaid assessments, interest and costs of collection may be commenced and maintained without instituting foreclosure proceedings. The Association shall, upon request and at reasonable times and intervals, furnish to any owner whose property is subject to an assessment a written certificate in recordable form identifying the nature, amount and date of lien of any such assessment and setting forth whether it has been paid. This certificate shall be conclusive evidence of the lien or liens therein identified and the satisfaction/cancellation of those identified as having been paid.

Section 7. Effect of Foreclosure. Where the holder of a mortgage or financing statement constituting a recorded lien on the lot against which a delinquent assessment has been levied obtains title through foreclosure or proceedings in lieu of the foreclosure of such lien, such lien creditor shall not be liable for the payment of the delinquent assessment levied against such lot prior to such acquisition of title. Rather, this delinquent assessment, including interest and costs of collection, shall be deemed to be a common expense to the payment of which all lot owners, including the secured party acquiring title, shall contribute jointly on a pro-rata basis.

Section 8. Liability of Purchaser of Lot. The purchaser of a lot (other than a purchaser of a foreclosure sale or a lien holder acquiring title by virtue of a foreclosure or voluntary conveyance in lieu of foreclosure) shall be jointly and severally liable with the seller for the amounts of any current or delinquent assessments owing by the latter up to the time of conveyance, without prejudice to the purchaser's right to recover from the seller the amounts paid by him as such joint debtor.

#### **Article IV Architectural and Landscape Control**

All improvements within the subdivision or any additional properties subjected to these declarations must conform and adhere to certain purely aesthetic considerations and the architectural integrity of the existing and anticipated improvements; and the location, design, configuration, composition, exterior appearance and use of such improvements, including landscape, must be consistent with existing and proposed improvements, the topography, and the purpose and philosophy of the mutual benefit residential community concept hereby adopted. No improvement shall be commenced, placed or maintained upon the properties, nor shall any exterior addition to, or change or alteration therein be made until the complete plans and specifications (including plot plan) showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing by, the architectural review committee.

No building, barn, outbuilding, garage, drive, fence, satellite dish, or structure of any kind or nature, or alterations or additions thereto, shall be erected, placed or made on any lot hereinabove referred; nor any basement or excavation of any kind shall be made unless and until the complete plans and specifications as to the size, design, and material, shall have been submitted to and then approved, in writing, by the Architectural Control Committee. In the event the Architectural Review Committee fails to approve any proposed improvement with sixty (60) days after the plans, specifications, and/or plot plan have been submitted to it, then such plans, specifications and /or plot plan deemed to have been disapproved and rejected.

No lot owner shall excavate or extract earth for any business or commercial purpose. No elevation changes shall be permitted on any lot which materially affects surface grade of said lot or surrounding lots, unless approved in writing by the Architectural Review Committee.

#### **Article V General Provisions**

1. Any person who acquires title to a lot, other than a person who acquires title merely as security for debt, shall promptly inform the Board of Directors of the Homeowners' Association of the identity of such person and the date upon and the manner in which title to the dwelling was

acquired. The Board of Directors shall maintain a record of the names of all owners and the dates upon which they acquired title to their lots.

2. No lot referred to herein shall be subdivided or reduced in size without the written consent of the Declarant(s). The Declarant(s) is specifically authorized to modify or change lot lines and sizes, when it deems same necessary or desirable, or needed to prevent undue hardship. Upon assignment of the duties of the Architectural Review Committee to the Homeowners' Association, the authority reserved under this paragraph shall be transferred to the Architectural Review Committee, to be appointed by the Homeowners' Association; provided, however, so long as Declarant retains any interest in any properties which adjoin the subdivision, no such lot revisions shall be made without the written consent of Declarant.

3. Mailboxes must be US Postal approved receptacles that are properly installed according to Postal Regulations. The Board or committees do not have the authority to waive any Postal Regulations as relates to installation of mailboxes. However, mailboxes will be in good taste and will not be in conflict, as determined by the ARC, with the subdivision. Novelty or other brightly colored or modified mailboxes are not approved; mailboxes will be of black color. Each mailbox or mailbox support pole should have affixed numbers, not exceeding 6 inches in height to reflect the number of the home. Numbers are preferred as white on black but maybe of the selection of the homeowner so long as the numbers remain in good taste and not contrary to the area or the home.

4. The set back/building lines on lots shall be variable. They shall not depend on the setback of other lots in the subdivision but shall be as defined on the subdivision plat or as otherwise set by the Declarant(s) or the Architectural Review Committee, so long as they do not violate local ordinances.

5. a. No noxious or offensive activity shall be permitted upon any lot and nothing shall be had, or done, thereon which constitutes or becomes an annoyance or nuisance to the neighborhood. No hogs, goats, cows, horses, chickens or other such animals, or fowl, of any kind shall be allowed or kept on any lot. Nothing shall be permitted on any such lot, which would constitute, cause or become a nuisance on such lot which would pollute the water of any lake, stream or pond located in or near said subdivision.

b. Each resident is responsible to insure animals are constrained in such a manner so as to protect the safety of the residents and to maintain the tranquility of Foxcroft. No animal may be kept on property for breeding and commercial purposes. No animal may be allowed roaming off property without being restrained by a leash. While on property, animals must be restrained by a fence or tethered with a system from which escape is not likely. Noise by animals must be controlled. Owners should not leave them unattended while the homeowner is absent. Animal noise, barking and howling, after 9:00 pm and before 7:00 am on a frequent and repetitive basis is considered a nuisance. Other instances of unabated barking are also considered a nuisance. A leash must restrain dogs while walking in Foxcroft and the owner is responsible to clean up messes made by the animal. Animals that are a threat must be restrained in such a manner as to absolutely insure the safety of residents and to further insure a child cannot gain access to an area where such animals are kept.

6. No bus, motor home, camper, boat, travel trailer, utility trailer or similar device shall be kept, had or allowed at any time on any lot so as to be visible from any street. All rubbish, garbage and trash shall be kept in closed cans or other suitable containers screened from public view. No

clothesline shall be visible from any street. All lots, property and premises shall be kept clean at all times.

7. If a lighting, security and/or protection system is put into operation for the protection of the residents and homeowners in the development, each lot owner will be responsible for paying a pro-rata share of the cost of installing and operating such system. Such pro-rata cost of any such security, lighting, or protection system shall be enforced by the Homeowners' Association like any other assessment made by organization.

8. No sale, rent, advertising signs or billboards shall be erected on any lot/house or displayed in any form to the public, except usual real estate signs with panel sizes not to exceed two (2') feet by three (3') feet. No signs, as above described, shall be nailed or fastened to any tree at any time.

9. It is understood and agreed by all lot owners that the Declarant(s) shall not be responsible for the installation and maintenance of storm drains, control of surface water, or maintenance of streets after said streets and systems have been dedicated to the City and /or County of Sumter or the State of South Carolina.

10. No television antenna shall be erected on any lot unless cable television is not available. Any such television antenna shall be removed within three months after cable television becomes available. In no event shall freestanding transmission or reception towers be permitted on any lot at any time. Satellite dishes or disks may be installed in such a manner as to provide the best possible reception for the homeowner. Satellite dishes measuring approximately 19 inches in diameter are approved. Wherever practical, the dish will be placed so as not to be visible from any street.

11. All utility wires, cable, conduit or other appurtenances to the extent possible should be underground and shall be constructed and installed in a manner to least interfere with the property.

12. The Declarant reserves the right to subject the property to assessments for street lighting.

13. a. Each lot owner builder shall be required at the time of occupancy to have properly installed a tree located between the street right of way and the building line on each side (with a minimum of two) with street frontage. These trees shall be of the Live Oak, Willow Oak, or Red Oak species and at planting shall be at least 1-1/2" to 2" caliper and 8 feet tall. Homeowners are allowed to select other types of trees for planting. At least one canopy type tree must be placed on the frontage of each lot with the exception of corner lots or lots having exposure to two streets wherein two trees will be required, one for each facing street. Most types of trees are approved. However, Pine Trees, any fruit bearing tree, or any nut-bearing tree (except the acorns born by Oak Trees) are NOT allowed. However. The homeowner may request permission for installation of fruit or nut trees in the rear of the home. Unless left during development, Pine Trees of any type are NOT approved. A similar existing tree that is preserved in good condition and location as described above may be acceptable if approved in writing by the Architectural Review Committee. All activities on that lot will be carried out in accordance with the approved storm water management and sediment control plan for the residential subdivision or a plan for said individual lot approved by the proper permitting agency. Trees left during the construction phase of Foxcroft must be replaced with trees meeting these guidelines when such trees must be replaced due to damage, disease, etc."

b. All homes will require landscaping and upkeep. Each lot owner will be required to install shrubs in the front of the home to form landscaping. Shrubs should be of the evergreen variety and each home will require not four (4) such shrubs of suitable height so as to accent the home and the surrounding area. Ground cover around shrubs may be pine straw, landscaping rock, bark chips, or other suitable commercially provided cover. Planting of flowers or other types of shrubs are also approved in so much as such planting does not conflict with the overall appearance of the neighborhood or good taste as determined by the ARC. Within one years of occupancy or one year from the date of approval of this change (which ever comes later), all yards will be seeded, sprigged, or have the area covered with sod. Such grass will be of a variety suitable for this area that complies with the desires of the owner. Yards will be maintained in a neat and orderly manner and cut, fertilized, weeded, and watered in such a manner as o maintain a suitable appearance as specified by the ARC. The ARC is charged with the responsibility of providing guidance and approval of installation of landscaping.

c. Each homeowner will maintain the exterior of the home in such a manner as to reflect positively on the area and to present a neat, well-maintained appearance. In addition to item 13 (b) above, the owner will insure grass does not exceed 6 inches in height (except flowers, plants, shrubs, trees, and specialty accent grasses), walks and drives are edged, the yard is trimmed around curbing and fences, and debris is removed from the drives, walk, and streets around the home. Fences will be trimmed around the full exterior.

14. Each lot owner or builder shall be required to install a 4 ½ foot wide sidewalk along the street right-of-way where indicated on the preliminary plan by Croft Engineering Company, Inc., prior to the occupancy of any home in a particular section. Sidewalks shall be placed so as to line up evenly with existing and future sidewalks on adjoining lots. Furthermore, all sidewalks indicated in each individual section shall be completed by the owner/builder no later than 24 months after the occupancy of the first dwelling in the particular section regardless of occupancy. Any existing sidewalks damaged during construction shall be promptly replaced by the lot owner/builder.

15. Some of the lots may include wetlands, the disturbances of which may be regulated by local, State, or Federal Law or regulation. No such area shall be disturbed or utilized by owner, with the exception of the Declarant(s), in such a manner as would change the status of the area to a non-wetland status as defined by applicable law, ordinance or regulations.

16. One or more of the lots mentioned herein may contain vegetation which serves as a natural screening buffer between the lots and adjoining property and/or roadways. No such vegetation shall be removed without approval of the Architectural Review Committee in accordance with Article IV of these covenants.

17. Neither Declarant(s) nor any member of the Architectural Review Committee shall be responsible or liable in and way for any defects in any plans of specifications submitted and approved by the Architectural Review Committee, nor for any structural defects in any work done according to such plans or specifications. Further, neither Declarant(s) not any member of the Architectural Review Committee shall be liable in damages to any submitting plans or specifications for approval under these restrictions or to any other of property affected by this declaration by reason of mistake in judgment, negligence of nonfeasance arising out of , or in connection with the approval or disapproval, or failure to approve or disapprove of any such plans or specifications. Every person who submits plans or specifications to the Architectural Review Committee agrees by submission of such plans or specifications, and every lot owner agrees, that

he/she/it will not bring any action or suit against the Declarant(s) or any member of the Architectural Review Committee for recovery of any such damages, of any kind or nature.

18. Each lot owner shall comply strictly with all of the Covenants, condition, restrictions and easements set forth in this Declaration. In the event of violation or breach, or threatened violation of breach, of any of the same, the Declarant(s), the Architectural Review Committee or any aggrieved lot owner, jointly and severally, shall have the right to proceed in law of equity for the recovery of damages, or for the injunctive relief, or both. The party prevailing in any such action shall be entitled to recover from the other all costs association with the successful defense or prosecution thereof, including reasonable attorneys fees in an amount to be set by the court or courts in which the litigation is conducted. The failure of the Declarant(s), the Homeowners' Association or any owner to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

19. If any sentence, clause or paragraph of this Declaration 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 thereof, and the remaining provisions shall continue unimpaired and remain in full force and effect.

20. The Declarant(s) reserve unto themselves, their heirs and assigns, the right to relocate, open or close streets in the subdivision and to revise, re-subdivide and change the size, shape dimensions, and locations of lots and streets, whether shown on a recorded plat, a promotional display or a lot layout plan; provided, however, that no lot sold prior to such revisions, relocation or change shall be deprived of that portion of the street or streets on which it bounds nor of access to such lot from the streets in the subdivision.

21. Any climbing plants or vegetation of any kind, placed or allowed to remain on any fence or wall, along a property line, shall be maintained by the respective lot owner, who must keep same in a neat, attractive condition and in compliance with the directions of the Architectural Review Committee.

22. The Developer reserves unto itself and the Association a perpetual and alienable easement appurtenant and right-of-way over, upon, across and under each lot and common area for the installation and maintenance of domestic utility (including, without limitation, electricity, water, telephone and cable vision) service lines, drainage, and common areas, together with the right of ingress and egress to and from the lots and common areas for the reasonable exercise of these easements and the ensurance of compliance with these declaration. This reservation shall not impose upon either the Developer or the Association an obligation to provide or maintain such utility service or to utilize or exercise any such easement. No improvements will be permitted upon any lot or common area which interfere with the creation or utilization of the easements referred to herein.

23. The Covenants and restrictions of this Declaration shall run with and bind the land and all parties acquiring same as well as their successors in title, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended, and any additional properties annexed, by a two-thirds (2/3rds) majority vote of the membership of the Homeowners' Association. Any such vote must be noticed and taken in accordance with the Bylaws of the



Association. To be binding upon subsequent property owners, and such amendment or annexation must be confirmed in writing, certified by the Secretary of the Association, witnessed, probated and recorded in the Office of the Register of Deeds (ROD) for Sumter County; provided, however, no such amendment shall impose any additional obligation upon nor effect the voting rights of Declarant or Developer.