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**AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF MOUNT VINTAGE**

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**THIS AMENDED AND RESTATED DECLARATION OF PROTECTIVE ASSOCIATION, CONDITIONS AND RESTRICTIONS OF MOUNT VINTAGE** ("Amended and Restated Declaration") is made and published this 1st day of November, 2022 by, LL of SC LLC, hereinafter referred to as "Developer" and Mount Vintage Homeowners Association, Inc. (f/k/a Mount Vintage Plantation Homeowners Association, Inc.) hereinafter referred to as "Association".

**WHEREAS**, Developer is the developer of a residential subdivision formally known as Mount Vintage Plantation and from herein to be referred to as Mount Vintage. Wherever in this declaration and all previous covenants it refers to Mount Vintage Plantation it shall also refer to Mount Vintage and vice versa.

**WIHEREAS**, the Mount Vintage Plantation Homeowners Association, Inc. has changed its name to the Mount Vintage Homeowners Association, Inc., wherever in this Amended and Restated Declaration and all previous covenants and Bylaws it refers to Mount Vintage Plantation Homeowners Association it shall also refer to Mount Vintage Homeowners Association and vice versa.

**WHEREAS**, Mount Vintage has been subjected to the following covenants and restrictions: Protective Covenants of Mount Vintage Plantation Estate Tracts, Phase One dated July 5, 1995 and recorded July 5, 1995 in Book 398, Page 77; Protective Covenants of Mount Vintage Plantation Section One recorded in Book 398, Page 78; Protective Covenants of Mount Vintage Section One recorded in Book 483, Page 256; Affirmation of Protective Covenants for Phase One recorded in Book 483, Page 258; Protective Covenants of Mount Vintage Plantation Lots C1, C2 and C3 of Section 1 dated July 8, 1996 and recorded July 10, 1996 in Book 518, Page 22; Declaration of Protective Covenants, Conditions and Restriction of Mount Vintage Plantation dated March 29, 2000 and recorded March 30, 2000 in Book 672, at Page 98; Protect Protective Covenants of Mount Vintage Plantation Estate Tracts, Phase Two (Lots D-1 through D-19 and Estate Lot B), dated March 29, 2000 and recorded April 6, 2000 Book 673, p. 111; Declaration of Protective Covenants, Conditions, and Restriction of Mount Vintage Plantation, Sections E & F (Pavilion Lake Section), dated November 6, 2001, and recorded November 6, 2001, Book 752 at Page 4; Declaration of Protective Covenants, Conditions and Restriction of Mount Vintage Plantation, The Retreat at Independent Hill Patio Homes dated November 6, 2001 and recorded November 6, 2001, Book 752, Page 21; Declaration of Protective Covenants, Conditions and Restrictions of Mount Vintage Plantation, Section G (Chester Downs Section) dated May 7, 2002 and recorded May 7, 2002 in Book 784 at Page 250; Amendment to Declaration of Protective Covenants, Conditions and Restrictions of Mount Vintage dated December 3, 2002 and recorded December 11, 2022 in Book 824, Page 39; Declaration of Protective Covenants, Conditions, and Restrictions of Mount Vintage Plantation, Section H (Longstreet Place Section), dated August 8, 2003, and recorded August 8, 2003 in Book 873, at Page 139; Declaration of Protective Covenants, Conditions and Restrictions of Mount Vintage Plantation Lot F-7 dated October 1, 2003 and recorded November 7, 2003 in Book 893, Page 212; Declaration of Protective Covenants, Conditions and Restrictions of Mount Vintage Plantation, Section F (The Vineyard), dated May 19, 2004 and recorded May 19, 2004 in Book 927 at Page 24; Declaration of Protective Covenants, Conditions, and Restrictions of Mount Vintage Plantation,

Section S (Shaw Estates), dated May 27, 2004 and recorded May 28, 2004 in Book 928, Page 191; Declaration of Protective Covenants, Conditions, and Restrictions of Mount Vintage Plantation, Section J (Belfast), dated January 24, 2005 and recorded February 7, 2005 in Book 968 at Page 320; Declaration of Protective Covenants, Conditions, and Restriction of Mount Vintage Plantation, Section K (Belfast), dated June 22, 2005 and recorded June 22, 2005 in Book 991 at Page 113; Declaration of Protective Covenants, Conditions and Restrictions of Mount Vintage Plantation Sections L, M, N and P dated February 21, 2006 and recorded February 22, 2006 in Book 1033, Page 351; Declaration of Protective Covenants, Conditions, and Restrictions of Mount Vintage Plantation, Sections L, M, N and P dated February 21, 2006 and recorded May 30, 2006 in Book 1052, Page 277; Declaration of Protective Covenants, Conditions and Restrictions of Mount Vintage Plantation, Sections M and O dated June 28, 2006, and recorded June 30, 2006 in Book 1058, Page 191; Declaration of Protective Covenants, Conditions, and Restrictions of Mount Vintage Plantation, Section O dated October 27, 2006 and recorded October 27, 2006 in Book 1081, Page 100; Declaration of Protective Covenants, Conditions, and Restrictions of Mount Vintage Plantation, Section N dated November 13, 2006 and recorded November 13, 2006 in Book 1084, at Page 109; Declaration of Protective Covenants, Conditions, and Restrictions of Mount Vintage Plantation, The Village, Lots V-1 through V-51 dated March 2, 2007 and recorded March 6, 2007 in Book 1106, at Page 181; Assignment of Developers Rights dated May 17, 2011 and recorded May 17, 2011 in Book 1331, page 199; Declaration of Protective Covenants, Conditions and Restrictions of Mount Vintage Plantation dated November 16, 2012 and recorded November 21, 2012 in Book 1404 page 178; Assignment of Developer Rights set forth in that certain Deed in Lieu of Foreclosure dated September 3, 2013 and recorded September 9, 2013 in Book 1445, Page 1, and Declaration of Protective Covenants, Conditions and Restrictions of Mount Vintage Plantation dated December 14, 2017 and recorded January 19, 2018 in Book 1665, Page 3, records of Edgefield County, South Carolina (hereinafter collectively referred to as the "Prior Covenants");

**WHEREAS**, pursuant to Article XII of the Prior Covenants, the Developer is hereby granted the exclusive right, exercisable at any time and from time to time, to amend the Prior Covenants and the Developer, with the input, oversight and consent of an Advisory Council of Members of the Association has elected to exercise this right.

**WHEREAS**, this Amended and Restated Declaration which amends, consolidates and restates all previously issued Prior Covenants and is intended to bind all of the real property more particularly described in the Prior Covenants and the plats referenced therein, as the same may have been amended.

**WHEREAS**, this Amended and Restated Declaration shall also be binding upon the Mount Vintage Golf Club (Edgefield County tax map # 099-01-00-001-000 and 099-01-00-002-000 ad 122-00-00- 006-000), The Town Center (Edgefield County tax map #122-00-00-014-000 ) and the Mount Vintage Homeowners Association building (Edgefield County tax map #122-00- 04-021-000).

**WHEREAS**, those particular provisions applicable to the specific Section or Sections of the community are contained in Addenda to the Amended and Restated Declaration

attached hereto. In the event of a conflict between the provisions of an addendum with the main body of this Amended and Restated Declaration, the particular addendum applies.

**WHEREAS**, the Developer and those parties having previously been conveyed lots, tracts or parcels within Mount Vintage, have determined that it would be appropriate to establish and continue the development of Mount Vintage as a private residential community; and

**WHEREAS**, the Developer is continuing the development of said property as a residential community known as Mount Vintage, and hereafter referred to as Mount Vintage, and has deemed it desirable for the preservation of the value of said property to have an organization which shall be delegated and assigned, as hereinafter set forth, the power of maintaining and administering and enforcing the terms and conditions hereinafter set forth in this agreement, and also to perform any other functions that may be desirable to improve the enjoyment of living in Mount Vintage; and

**WHEREAS**, it is to the interest, benefit and advantage of the Developer and the Association and to each and every person who shall purchase a lot in said subdivision, that certain protective covenants governing and regulating that use and occupancy of the same, and certain easements, reservations, and servitudes to be imposed upon said property, and the same be established, set forth and declared to be covenants running with the land.

**NOW THEREFORE**, for and in consideration of the premises and the benefits to be derived by the Developer and the Association, and each and every subsequent owner of any of the lots of said subdivision, the Developer does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of said lots and to all persons owning said lots, or any of them hereinafter:

**ARTICLE I  
RESIDENTIAL USE, BUILDING  
AND LOCATION OF STRUCTURES**

- (1) All of the above-described lots shall be used for residential purposes only for the erection of one single-family dwelling. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one single-family residence unless otherwise called for in this Amended and Restated Declaration. The Architectural Control Committee ("ACC"), as hereinafter described, recognizing that the quantity of square footage does not alone necessarily determine the design and construction quality or monetary value of a residential structure, shall not be bound by minimum square footage requirement for a residence. It is the intention, rather, that the sole criteria governing the nature of such improvements to be constructed in Mount Vintage shall be those of good taste, high quality, both as to workmanship and materials, and harmony and suitability of such improvements to their environment and surroundings, as determined by the ACC in its sole opinion.
- (2) No breaks shall be made in any curb or gutter on or adjacent to the right of way of any

street for the purpose of constructing any driveway, walk or other means of ingress to and egress from a lot, unless the apron of such driveway or walk shall be constructed of a permanent paving material, such as asphalt or exposed aggregate which is structurally and aesthetically compatible with the curb or gutter being broken and adjacent street. Such driveway or walk shall tie in with the street curb and/or gutter in such a manner that a hazardous condition is not created.

- (3) No lot shall be subdivided, or its boundary lines changed, nor shall application for same be made to the County of Edgefield, except with the written consent of the Developer. However, the Developer hereby expressly reserves unto itself and its successor and assigns, the full right and privilege to re-plat and change the boundary lines or subdivide any lot or lots owned by it, provided, however, that such right and privilege shall not affect any lots already sold and provided that no such resurvey shall be less in area than the smallest lot now shown in the subdivision from which such resurveyed lot may be carved. In all cases of re-subdivision of any lots, the setback line and the side and rear line restrictions and the drainage and utility easements as set forth in these Amended and Restated Declaration shall be applicable to such lots as re-subdivided.
- (4) Zoning ordinances, restrictions and Regulations of the County of Edgefield, and its various agencies applicable to the subject property shall be observed. In the event of any conflict between any provision of the Amended and Restated Declaration and such ordinances, restrictions, or regulations, the more restrictive provisions shall apply.

*See Addendum One for specific covenants applicable to the Estate Tracts, Phase One and Phase Two.*

## **ARTICLE II ARCHITECTURAL CONTROL COMMITTEE**

- (1) Submission of Plans, etc.  
An Architectural Control Committee, hereinafter call the " ACC", has been duly set up and appointed by the Developer or the Association as applicable, to exercise such jurisdiction and functions with respect to all lots in Mount Vintage and such as may now or hereafter by amendment be additionally bestowed upon it by terms of this agreement. Plans and specifications for all proposed improvements and landscaping upon the lots must be submitted in writing to the ACC, which is hereby vested with the full power and authority to approve or disapprove the same in whole or in part, or require the modification of the same as it may, in its discretion, deem proper. No construction, landscaping, or improvements of any kind may be undertaken without its prior written approval. The ACC shall have the right to refuse to approve any building plans, specifications, site plans, landscape plans or drainage plans which are not suitable or desirable in its sole opinion for any reason, including purely aesthetic reasons. In so passing upon building plans, specifications, site plans or grading plans, the ACC shall take into consideration the suitability of the proposed building, the materials of which it is to be built, the location on the lot of the proposed building and any other improvements, the harmony of the building in its location with its surroundings, and

the effect of the building as planned on the outlook from adjacent or neighboring portions of the subject property. All fences, walls, barbeque pits, detached garages, and other accessory buildings or recreational facilities shall be constructed in general conformity with the architecture of the main dwelling and out of materials which conform to the materials used in such main building. Building plans and specifications submitted to the ACC shall consist of not less than the following: Foundation plans, section details, floor plans of all floors, elevation drawings of all exterior walls, roof plans, material specifications, landscape plan, drainage plans, and site plans showing locations and orientations of building on the lot, with all setbacks indicated, in such detail as may be required by the ACC in its sole discretion. Plans and specifications shall show drawings of service courts or areas, parking or any other buildings and improvements of facilities to be constructed. Neither the main residential building nor accessory building may be constructed on any lot without the full and active supervision of an architect or licensed building contractor.

The ACC shall approve or reject any plans, specifications, etc. normally within fourteen (14) days of the date submitted to the ACC, provided however, that failure of the ACC to respond within such time shall not be construed as an acceptance or approval of the plans, specifications, etc. so submitted. The ACC shall establish a reasonable fee to cover the cost of the review of all plans and specifications submitted hereunder. Such fee shall be due and payable simultaneous with the submittal of the plans and specifications for review and shall be nonrefundable even if plans and specifications are denied and/or withdrawn from review for any reason.

- (2) **Preservation of Trees and Vegetation.**  
Since living trees, shrubs and other vegetation contribute to the aesthetic value of the lots in Mount Vintage, no tree more than twelve (12) inches in diameter at breast height may be removed from a lot at any time without the prior written approval of the ACC. In order to obtain approval for the clearing of a building site or for any other purpose, the owner must stake on the tractor lot the proposed location of the planned improvements an area to be cleared and mark all trees to be removed for inspection by the ACC. The preliminary stakeout must be updated to reflect any proposed changes in the location of improvements, cleared areas, driveways or any additional trees to be removed.
- (3) **Clear cutting Not Allowed.**  
The subtle beauty of the view through the trees is encouraged. All existing tree lines along any wetlands must be maintained for a distance of forty (40) feet. ACC approval is required prior to removing trees in accordance with Article II (2).
- (4) **Garages and Carports.**  
All garage doors shall be kept down or closed whenever possible.
- (5) **Completion of Construction Within One Year.**  
The exterior of all buildings or other structures must be completed within one (1) year after the construction of the same shall have been commenced, except when such

completion is impossible or would result in great hardship to the owner or builder due to strikes, fire, national emergency, or natural calamity. The one-year duration will be calculated from the date of the Building Permit issued by Edgefield County to the date of the Certificate of Occupancy issued by Edgefield County. Any applications to the ACC for an extension of time must be submitted to the ACC as near to the commencement of the event as reasonable. Fines may be applied from the one-year completion date until the date of application. The application for an extension must specify a new, revised completion date which will carry the same potential fines as the original one year required completion time frame.

- (6) **Completion of Landscaping Within Three Months of Completion of Construction.**  
The landscape plan as originally submitted to the ACC, or a subsequent modification thereof as approved in writing by the ACC, shall be fully implemented and completed within three (3) months of the completion of the main dwelling, unless such implementation and completion is impossible or would result in great hardship to the owner due to weather conditions, planting seasons or availability of designated shrubs, trees, grasses, or other vegetation. The application for an extension must specify a new, revised completion date which will carry the same potential fines as the original one year required completion time frame.
- (7) **Fences and Hedges.**  
No fence, hedge, wall, shrub brush, tree, or other similar structure, natural or artificial, shall be placed, maintained or permitted to remain on any lot if the location of such structure obstructs the vision of the motorists on any adjacent street or lane and/or creates a traffic hazard. The type, design, and location of any and all fences, hedges, walls or similar structures must be approved in writing by the ACC.
- (8) **Membership on the Architectural Control Committee.**  
Membership on the ACC shall be solely by appointment of the Developer until all of the lots which are now or may hereafter be made subject to this Amended and Restated Declaration shall have been improved by the construction of a residential building, unless said Developer, shall, in its sole discretion, earlier assign its rights of appointment to the Association. The ACC shall be composed of at least three (3) members at the discretion of the Developer or the Association as applicable. A simple majority of the members of the ACC shall be required to bind the committee. As an alternative, the Developer may employ a third party to oversee and administer the ACC and its responsibilities.
- (9) **Approved Builders.**  
Before commencement of any construction on a lot and simultaneous with submittal of plans and specifications for all proposed improvements to the ACC, the owner who desires to construct improvements must provide the Developer with the name, address, telephone number and license number of the builder that owner desires to construct the improvements. All builders must have the necessary licenses as required by the applicable governmental jurisdiction and must carry insurance coverage in such amounts as are reasonably required by the Developer. The Developer has the right to

refuse to approve a builder in the Developer's sole discretion or to require satisfaction of certain conditions as a precedent to approving the builder. A Letter of credit may be required at the discretion of the ACC should circumstances warrant.

### ARTICLE III LAND USE RESTRICTIONS

- (1) No attic, shack, garage, barn, or detached outbuilding shall be used for sleeping quarters except that servant or guest quarters may be provided as part of, or accessory to, a main residential building and shall conform to it in exterior design and quality. This provision shall not prohibit the conversion of a detached garage into sleeping quarters, which are incorporated as part of the main residential building.
- (2) No poultry, swine, cows, goats, horses, mules or other farm animals nor fowl nor bait farms shall be maintained on any lot.

*See Addendum One for specific covenant applicable to estate Tracts, Phase One and Phase Two and Addendum Eleven for specific covenant applicable to Shaw Estates.*

- (3) No vegetable garden may be planted on any lot except in the rear or backyard of any lot. Any vegetable garden on any lot bordering Mount Vintage Golf Club must be approved by the ACC, including, but not limited to, the specific size and location of same. The ACC in its sole discretion may approve or reject any such vegetable garden or may require that such be screened from view from the golf course.

*See Addendum One for specific covenant applicable to Estate Tracts, Phase One and Phase Two.*

- (4) No garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, clotheslines and other unsightly objects may be maintained, except in areas which conceal them from view from streets and adjacent lots. Plans for such areas delineating the design, size, appearance, and location must be approved in writing by the ACC prior to their construction. Such areas of individual homes must be carefully planned to screen from view garbage can enclosures, dog pens, utility hookups and mechanical equipment. For new residential construction these provisions must be addressed in the submissions to the ACC for approval.
- (5) Exterior television, radio and CB antennas are not permitted in Mount Vintage. Satellite television reception dishes must be hidden from view to the extent possible from all roads and adjacent properties except to the extent that other installation may be required by applicable law. The size, design, installation, and location of any satellite reception dishes must be approved in writing by the ACC prior to their erection.
- (6) No parking of automobiles, trucks, trailers, construction equipment, buses or mobile homes shall be permitted on the streets, lots, or other portions of Mount Vintage except during construction and, thereafter, except for delivery and pickup or remodeling and repair of

buildings on the subject property. Motorcycles, motorbikes, boats, and boat trailers not over twenty-five (25) feet in length may be kept on a lot if parked in a closed garage at all times. Camping vehicles, utility trailers and other outboard or inboard motorboats including and/or equipment not capable of being stored in a closed garage, shall only be parked, placed or stored in areas that may be designated by the ACC. ACC must approve any variances to this provision.

*See Addendum One for covenant applicable to Estate Tracts, Phase One and Phase Two.*

- (7) Only licensed drivers may operate motorized vehicles on Mount Vintage roads and golf course property.
- (8) The pursuit of hobbies or other activities, including, without limiting the generality hereof, the assembly and disassembly of vehicles and other mechanical devices, which might lead to disordered, unsightly, or unkempt conditions, shall not be pursued or undertaken on any lot. No permanent type of sports equipment such as basketball hoops shall be located on any lot where such equipment would be visible from any street or adjacent tract of land without the prior written approval of the ACC.
- (9) No noxious or offensive trade or activity, as determined in the sole discretion of the ACC, shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance (such as excessive noise) to the neighborhood, as determined in the sole discretion of the ACC, nor should any such condition be permitted to exist. Use of fireworks is not permitted without the written permission of the ACC. All lawns, yards and grounds of each lot shall be maintained in a neat and orderly manner consistent with the standards and character of the development as determined in the sole discretion of the ACC. The landscape plan as approved by the ACC shall be fully and properly maintained at all times. Any significant changes of, or modifications to, the original landscape plan and design shall be submitted to the ACC for prior approval and no such change or modification shall be instituted until such time as approved in writing by the ACC.
- (10) No lots shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste and such shall be kept clean and sanitary closed containers. No garbage, lawn cuttings or domestic trash shall be disposed of by burning, stacking, or burying on any lot within this subdivision or adjacent property.
- (11) Some portions of some lots in Mount Vintage are, or may be, considered wetlands, as that term is defined under applicable local, state, or federal law or regulation. No owner of any lot in Mount Vintage shall construct any improvements or take other action within such wetlands, which would be prohibited under such laws or regulations.
- (12) Except as otherwise provided in this Amended and Restated Declaration, no sign shall be erected or maintained on any portion of Mount Vintage by anyone, including, but not limited to, an owner, a realtor, a contractor, or a subcontractor, except with the written permission of the ACC or except as may be required by legal proceedings. If

such permission is granted, the ACC reserves the right to restrict the design, color, and content of such sign. One sign of not more than four (4) square feet used by a contractor during the construction period of the main dwelling structure or accessory structure is permissible. "For Sale" signs may not be erected without the written permission of the ACC.

- (13) The mailbox and its stand, as well as any property identification signs for each lot, may not be erected unless they have received the prior written approval of the ACC. A uniform mailbox shall be used for all lots in Mount Vintage. The ACC shall establish the design and specifications of such mailbox, subject to the right of the ACC to modify such design and specifications in its sole discretion at any time and from time to time because of influence or effect of topography, availability or quality of building materials, lot or overall development aesthetics, safety and other such considerations. Lot owners shall be responsible for the installation, cost and maintenance of said mailboxes and stands in a manner prescribed by the ACC.
- (14) No owner shall obstruct, alter, or interfere with the flow or natural course of the waters of any river, creek, stream, lake or pond in the subject property without first obtaining the written consent of the ACC.
- (15) Fences shall not be permitted to extend in front of the residence on a lot and the design, style, material, location, and height of any fence must be approved in writing by the ACC as set forth herein above prior to construction or installation thereof
- (16) No junked or abandoned vehicles, as determined in the sole discretion of the ACC, shall be allowed or permitted to be on any lot or common area and any vehicle not bearing a current license plate issued by an appropriate authority shall be considered abandoned.
- (17) If any residence is damaged by casualty, the owner of said residence shall submit plans and specifications for repair within sixty (60) days to the ACC. The ACC in sole discretion, shall determine the allowable time for completion of the repair.
- (18) Access to Mount Vintage Golf Course from any individual resident's lot within Mount Vintage is strictly prohibited except as may be specifically permitted to members of the golf course by the golf course staff.
- (19) No fishing is allowed within Mount Vintage except that individual lot owners may grant fishing access to ponds which they own or abut.
- (20) Garage, estate and moving sales are prohibited in Mount Vintage. The Association shall have the right to fine any owner in violation; provided that owner will initially receive written demand to cease and desist and thereafter may be immediately fined.
- (21) Maintenance of landscaping is required up to the street, after construction permit is issued.