

STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF GREENVILLE     )     **RESTRICTIVE and PROTECTIVE COVENANTS  
FOR SIMPSONVILLE, SC SUBDIVISION KNOWN AS "POINSETTIA"**

The POINSETTIA subdivision is a single family home community situated in the Town of Simpsonville, SC. As of the writing of this document, POINSETTIA consists of 347 lots each being listed in Appendix A. It is the purpose of this instrument to update and consolidate the restrictive and protective covenants applying to all above referenced lots and has been agreed to and ratified by a majority of current owners as required by the original Covenants filed with the Greenville County RMC Office on August 1, 1974. This majority acceptance and ratification is also provided in Appendix A. Upon recording with the Register of Deeds of Greenville County, SC, this document shall serve as the sole RESTRICTIVE and PROTECTIVE COVENANTS for all lots within the POINSETTIA subdivision.

**ARTICLE I**

These covenants are to be binding on all parties or persons claiming ownership of lots within said subdivision. These restrictive and protective covenants shall run with the land for a period of thirty-five years and shall be automatically extended for successive like periods unless there is an instrument in writing executed by a majority of the then lot owners who, by agreement, may modify, amend or abandon these restrictions. Such an agreement must be recorded in the Register of Deeds for Greenville County, SC.

In the event any owning party or parties, their heirs or assigns, or individuals occupying a property shall violate any one or more of the covenants herein contained, it shall be lawful for any person or persons owning any numbered lot or portion of lot in the aforementioned list, or the Poinsettia Home Owners Association (hereinafter HOA) acting on behalf of all other owners, to prosecute or institute any proceeding at law or in equity to enforce any or all of these covenants.

**ARTICLE II**

**BUILDINGS AND USE:**

All lots contained within the above referenced list shall be used or occupied as follows and all structures built within the said subdivision shall conform to the following:

- (A) No storefront shall be operated in any building constructed on any lot or portion thereof in said subdivision. No commercial signage shall be placed on any residential property. Home offices shall be allowed provided their usage does not include "open" hours of operation and business is conducted on a by appointment only basis. Under no circumstances shall the streets be used for public parking for these purposes.
- (B) All lots contained within above referenced list shall be used for the following purposes only:
  - a. Single family dwelling, together with one private and attached garage. Trailers, tents, shacks or garage apartments shall not be used on any lot as a residence, either temporarily or permanently. One outbuilding may be allowed upon prior approval.
  - b. Temporary buildings erected incidental to a construction plan on any lot must be removed upon completion or abandonment of said construction.
  - c. No signs or billboards shall be permitted on any lot of said subdivision except such used in connection with advertising of a lot for sale, used by a contractor/s during the period of construction, or profession of political support during the thirty days prior to the respective election. No sign shall exceed ten square feet.

- d. No person shall be permitted to keep or maintain animals, livestock or poultry of any kind other than house pets. Any pets residing outside must be limited to a maximum of three. Under no circumstances may any animals be kept for commercial purposes, breeding or otherwise.
- (C) No buildings or structures shall be located on any lot nearer to the front line than the set-back line as shown on lot plat, nor within twenty-five feet of any street bordered property line, and no nearer than ten feet to any "side" or "rear" line. No hedge, fence or wall in excess of three feet shall be erected nearer to any street facing property line than any covenant conforming buildings existing on said lot. Under no circumstances shall "chain link" fencing be erected nearer to any street facing property line than any covenant conforming buildings existing on said lot.
- (D) None of the aforementioned lots shall be subdivided or changed so as to decrease either the width of contained area of said lot.
- (E) Fuel tanks and fuel containers of any nature shall be buried underground consistent with normal safety precautions.
- (F) All motor vehicles on property must be parked within the confines of concreted driveway and have valid registration.
- (G) Only one single family dwelling may be constructed on lots of this subdivision and no building shall be occupied by more than one family at any one time.
- (H) All swimming pools shall be "in ground" meaning that the entirety of the outside surface area of the pool be below ground/excavated or be surrounded by a decking structure as long as said deck structure is of equal elevation to the grading of the lot where it begins, or equal to or below the main floor level of residence if attached to. Under no circumstances shall the exterior sides of the pool be visible from any angle.
- (I) No residence shall be constructed containing less than 2,000 square feet of conditioned space on any lot of said subdivision.
  - a. In computing the square footage of any split-level residence and tri-level residence, credit shall be given for one-half the square footage of any basement which is furnished and heated.
  - b. In computing the square footage of any story and a half residence, no credit shall be given for the area above the ground floor.
  - c. No two-story residence shall be constructed containing less than 1,000 square feet of floor space on the ground floor nor shall the second floor consist of less floor space than 80% of that of the first floor.
- (J) There is a specifically reserved easement of five feet in width at the rear and side of each lot for the purpose of potential installation, operation and maintenance of utilities and drainage. Such easements are provided for herein are shown on each respective plat map.

The above shall be governed by an Architectural Control Committee (hereinafter ACC). The ACC shall consist of no less than three individuals with at least one being an active sitting member of the Poinsettia HOA board.

- (A) Procedure: Prior to any construction or exterior renovation, the lot owner shall submit to the ACC all plans and specifications showing the buildings to be constructed or altered upon their numbered lots. The ACC shall have the authority to approve and deny such plans and specifications with cause. No building shall be erected or altered on any lot until these plans and specifications, together with a plat showing the location of such structure upon the lot, has been approved by the ACC. Approval and denial may be tied to, but not limited by, the materials used, quality of workmanship, harmony of exterior design with existing structure/s on said lot and overall community, and the location with respect to typography and finish grade elevations. Such submittal, whether for permission or ratification as provided in this paragraph shall be done in writing in a manner that it can be recorded and shall be binding upon all persons.
- (B) The ACC's approval or denial as required by these covenants shall be in writing. In the event the ACC or its designee fails to approve or deny such submittal within thirty days after plans and specifications have

been submitted to it in writing, approval will not be required and the covenants shall be deemed to have been fully complied with. At any future time, if prior construction or renovation is challenged, it shall remain the burden of the lot owner to provide proof of the unanswered written and dated submittal in order to claim tacit approval. Such submittal, whether for permission or ratification as provided in this paragraph shall be done in writing in a manner that it can be recorded and shall be binding upon all persons.

- (C) Prior to construction or after violation, by unanimous ACC vote and in conjunction with a majority HOA board vote, the committee may grant a waiver of requirement for the set-back lines, for the side lines, and for the lot lines; provided, in the opinion of the ACC a compelling argument exists that makes it impossible or impracticable to comply with the established requirements. This shall only be possible if said change is allowed by applicable city, county, and state ordinances and laws, and if in the opinion of the ACC, such a waiver will cause no subject injury to any other lot owner. In no event may the ACC approve or ratify a violation of any set back line of more than five feet. In no event shall the ACC approve the subdividing of any lot except if the reason for subdivision is to divide the lot between the owners of the adjacent lots to thereby increase the size of both adjacent lots. Such waivers, whether for permission or ratification as provided in this paragraph shall be done in writing in a manner that it can be recorded and it shall be binding upon all persons.
- (D) A majority of the ACC may designate a representative to act for it on a case by case basis. In the event of death or resignation of any ACC member, their successor shall be designated by majority vote of the Poinsettia HOA board. No member of the ACC nor its designees shall be entitled to nor received any compensation for services performed in these duties. At any time, a majority of current lot owners shall have the power through a written and recorded instrument to change the membership of the ACC or to withdraw or restore any of its powers and duties.
- (E) All documentation mentioned above shall be retained and protected in good faith by the leading member of the ACC and shall be passed to their successor upon replacement.

### **ARTICLE III**

#### HOA:

A Poinsettia Home Owners Association shall remain in existence for the purpose of common area maintenance and improvement and mutual benefit and greater good of Poinsettia lot owners. The HOA bylaws current as of the date of this document's ratification are provided in Appendix B.

- (A) Each lot shall (except as excluded in III(B) below) be subject to an annual HOA fee assessment to continue in perpetuity. This fee shall be \$120 (One Hundred twenty Dollars) annually as of the ratification of this document, and may only be adjusted on an annual basis as set forth in the HOA bylaws. Under no circumstances shall the mandatory HOA fee ever be subject to increase by any percentage greater than the cumulative US inflation rate for the time period since any prior Fee adjustment or 5% for each year since any prior Fee adjustment, whichever is higher. The US inflation rate shall only be determined by the US Consumer Price Index published by the Bureau of Labor Statistics (BLS).
- (B) If any lots share a border, are mutually owned by the same individuals, and do not contain any additional residences, they shall only be assessed a single HOA fee jointly between them.
- (C) HOA fees shall be due to the HOA treasure by October 15 of each year. Any late payments may be subject to a 5% per month late fee which shall continue to accrue until the outstanding balance is satisfied in full. If the outstanding balance is not satisfied within one year of the initial due date, the HOA may place a lien on the property for the accumulated balance along with any legal costs arising from the lien placement.
- (D) HOA fees may be used at the discretion of the HOA board as set forth in the HOA bylaws. Usage may include the maintenance, utilities, insurance, and improvement of all common areas including but not limited to; entrances, signage, pavilions, walking paths, medians, and playgrounds.

- (E) A fiscal year budget concluding on September 30 of each year and showing all revenue, expenditures, and final account balances shall be available to each owner in good standing, on the following community wide meeting.
- (F) The HOA board shall meet monthly. Notes from any board meeting shall be available to any lot owner that was "in good standing" at the time of said meeting. All lot owners shall be welcome to attend every fourth HOA board meeting. Every reasonable effort shall be made to notify each owner of the date, time and location.

**ARTICLE IV**

Violation:

If any section, sub-section, sentence, clause or phrase within these covenants and restriction is for any reason held to be unlawful, such decision shall not affect the validity of the remaining portion of the covenants and restrictions.

SIGNED and WITNESSED, May 26, 2015.

BY: \_\_\_\_\_ and all owners as signed in Appendix B.  
Sitting President of Poinsettia HOA