



**To: Currytowne Station Homeowners Associations**

Date: 10/01/2014

Dear Members of Currytowne Homeowners Association Inc.,

Enclosed are the updated Covenants and By-Laws that were approved at our Annual Meeting on July 20<sup>th</sup>, 2013, the homeowner's 25<sup>th</sup> anniversary. All amendments were called to a vote on each merit and all passed on a vote of 36 Yea's and 3 Nay's.

The compensation fees and fines were passed by the Board of Directors: President, Daniel Anderson; Vice-President, Marcin Grucela; Secretary/Treasurer, Lee Hanks; BOD Members: Susan Simmons and Donald Foshee. Daniel Anderson, President, presided over this BOD meeting. These items passed with a vote of 5 Yea's to 0 Nay's.

Sincerely,

The Currytowne Homeowners Board of Directors

STATE OF SOUTH CAROLINA ) AMENDMENTS TO BY-LAWS,  
COUNTY OF EDGEFIELD ) RESTRICTIVE COVENANTS,  
 ) INCLUDING ARCHITECTURAL CONTROL  
 ) COMMITTEE GUIDELINES OF  
 ) CURRYTOWNE HOMEOWNERS  
 ) ASSOCIATION, INC.

**WHEREAS**, Currytowne Associates, a Partnership, is the owner of certain lands situate in Edgefield County, South Carolina, a portion of which has been subdivided, as is more fully shown upon a plat of CURRYTOWNE STATION SUBDIVISION as made by William H. McKie, III, Surveyors dated November 30, 1987, which said plat is recorded in Plat Book 29, at page 193; records of the Office of the Clerk of Court for Edgefield County, South Carolina, and

**WHEREAS**, it is in the interest, benefit and advantage of said owner and to each and every person who shall hereafter purchase any lot in said subdivision that certain protective covenants governing and regulating the use and occupancy of the same established, set forth and declared to be covenants running with the land:

**NOW, THEREFORE**, for and in consideration of the premises and of the benefits to be derived by the present owner and each and every subsequent owner of any of the lots in said subdivision, said owner 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, hereafter; these protective

covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through the owners for a term of twenty-five (25) years from the date hereof, and shall automatically be extended and retroactive for successive terms of twenty-five (25) years each from the date of the expiration of said restrictions, unless a majority of the then owners of said lots in CURRYTOWNE STATION PHASE ONE shall vote to extinguish said restrictions.

**WHEREAS**, in accordance with said By-Laws of Currytowne Homeowners Association, Inc., specifically Article XVII, Amendments, Section 1, and during a meeting of the Members held on July 20, 2013, at which a quorum was present, it was voted to update the existing By-Laws, Restrictive Covenants, including the Architectural Control Committee Guidelines by amending the following:

1. **BY-LAWS, Article IV - Meeting of Membership; Section 4. Quorum**: Amend percentage only - from sixty percent 60% to forty percent 40%. The remainder of the paragraph is the same.

2. **BY-LAWS, Article V - Directors; Section 7. Compensation**: Amend by deleting the existing paragraph in its entirety and add the following information to Section 7, Compensation: Generally, board of directors' members do not receive compensation for serving on the board, however, the board of directors' secretary is entitled to a stipend of \$700.00 annually, plus mileage. Director(s) may also receive compensation in the amount of \$25.00 per hour for any and/or all legal issues that he/she is directly responsible for working toward a resolution on behalf of the Association. In addition, mileage is also payable at a rate of \$0.55 per mile for work performed. Other board of directors' members may receive compensation at the sole discretion of

a quorum of the board of directors.

**3. RESTRICTIVE COVENANTS, ARCHITECTURAL CONTROL COMMITTEE (A.C.C.) GUIDELINES, is amended as follows:**

**Paragraph 4. g. Number 1.** All mailboxes shall be consistent in location and shape.

**Number 4.** In addition, any trees that may pose danger to your home or property may be removed without A.C.C. consent. However, if the property contains buffer zones, removal of trees requires A.C.C. approval.

**Paragraph 4. h. BEGINNING CONSTRUCTION WITHOUT A.C.C. APPROVAL:**

Delete previous paragraph and add the following:

Beginning any construction or improvements requiring A.C.C. approval without receiving such approval in writing and in advance will subject the owner to a fine of \$500.00 per violation plus the fees spelled out below in the Stipulation of the definition of FINE, and along with possible removal of the construction or improvement at the owner's expense.

Stipulation of the definition of FINE - A fine will include any and all legal fees associated with legal action taken for failure to receive A.C.C. approval for construction. Legal fees may contain, but are not limited to attorney fees, court costs, deposition of Board members, and/or any witnesses, and loss of wages of any Board members. Failure of payment of fine not paid at restitution will result in a lien on your property at the interest rate of 1 1/2 percent per month, plus Edgefield County Court interest rate at 9 1/2 percent per month. This lien will be held by Currytowne Homeowners Association for one year only, then it will be sold on the open market.

**IN WITNESS WHEREOF, CURRYTOWNE HOMEOWNERS ASSOCIATION,**

INC., has caused these amendments to be executed in its name by its duly authorized officer(s), this 10<sup>th</sup> day of ~~August~~ <sup>October</sup>, 2014.

SIGNED, SEALED AND DELIVERED CURRYTOWNE HOMEOWNERS

IN THE PRESENCE OF:

ASSOCIATION, INC., BOARD OF DIRECTORS

BY: Marcin Grucela  
MARCIN GRUCELA, PRESIDENT

BY: Susan Simmons  
SUSAN SIMMONS, VICE-PRESIDENT

[Signature]

[Signature]

CURRYTOWNE HOMEOWNERS

ASSOCIATION, INC., A.C.C. MEMBER

BY: Shelby Carter  
SHELBY CARTER

BY: Ricky Medlin  
RICKY MEDLIN

BY: Mike Mullan  
MIKE MULLAN

STATE OF SOUTH CAROLINA )

COUNTY OF EDGEFIELD )

PERSONALLY appeared before me the undersigned witness and made oath that he saw the within named Declarant(s), Currytowne Homeowners Association, Inc., by the above named, sign, seal and as their act and deed, deliver the within written

AMENDMENTS TO BY-LAWS, RESTRICTIVE COVENANTS, INCLUDING  
ARCHITECTURAL CONTROL COMMITTEE GUIDELINES OF CURRYTOWNE  
HOMEOWNERS ASSOCIATION, INC., and that he with the other subscribing witness  
witnessed the execution thereof.

SWORN to before me this 10<sup>th</sup>  
October 11<sup>th</sup>  
day of ~~August~~, 2014.

Patricia D. Daniel  
Witness

William E. Daniel  
Notary Public of South Carolina

My Commission expires: \_\_\_\_\_

**MY COMMISSION EXPIRES  
MARCH 25, 2023**

**CURRYTOWNE STATION HOME OWNERS ASSOCIATION  
APPLICATION TO THE ARCHITECTURAL CONTROL COMMITTEE**

DATE RECEIVED: \_\_\_\_\_ LOT LOCATION: \_\_\_\_\_

TYPE OF PROJECT: \_\_\_\_\_

PROPERTY OWNER'S NAME & CURRENT ADDRESS: \_\_\_\_\_

PHONE NUMBER: (AREA CODE) \_\_\_\_\_

CONTRACTOR'S NAME & ADDRESS: \_\_\_\_\_

PHONE NUMBER: (AREA CODE) \_\_\_\_\_

Check the appropriate box:

- |                                |        |
|--------------------------------|--------|
| 1. NEW HOME & HOMESITE         | (    ) |
| 2. CHANGE TO EXISTING PROPERTY | (    ) |
| 3. HOMESITE IMPROVEMENT ONLY   | (    ) |
| 4. EXISTING HOME IMPROVEMENT   | (    ) |

(NOTE: A DESCRIPTION OF THE PROJECT MUST BE ATTACHED  
TO THIS APPLICATION FOR ALL OF THE ABOVE)

IF THIS IS A SPECULATIVE HOME, WHAT IS THE EXPECTED SELLING PRICE?

\$ \_\_\_\_\_

NEW HOME, WHAT IS THE HEATED/COOLED SQUARE FOOTAGE?

1ST FLOOR: \_\_\_\_\_ 2ND FLOOR: \_\_\_\_\_

SUBMITTED WITH THIS APPLICATION ARE THE FOLLOWING REQUIRED PROPERTY DATA  
AND PROJECT PLANS, DRAWINGS, SPECIFICATIONS AND SUPPLEMENTAL INFORMATION:

- |  |        |
|--|--------|
| 1. ARCHITECTURAL DRAWINGS (2 COMPLETE SETS)      | (    ) |
| 2. SITE PLAN (SHOWING DRIVEWAY PLACEMENT & SIZE) | (    ) |
| 3. SITE PLAN (SHOWING PROPOSED LANDSCAPING)      | (    ) |
| 4. COLOR SAMPLES OF ALL EXTERIOR FINISHES        | (    ) |
| 5. SAMPLE OF PROPOSED ROOFING MATERIAL           | (    ) |

I understand that the Architectural Control Committee will take action on this request as soon as possible. In the event it becomes necessary:

- (    ) I DO grant A.C.C. a time extension from fifteen (15) days.  
(    ) I DO NOT grant A.C.C. any time extension beyond fifteen (15) days.

(ENTER YOUR INITIALS IN THE APPROPRIATE BLOCK ABOVE)





Architectural control Committee hereafter shall be referred to as the ACC, and shall have the sole right to accept or refuse any building, construction, landscaping, grading, site plans, which are not suitable or desirable in its 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 improvements, the materials of which it will be built, the location on the lot of the proposed improvements, the materials of which it will 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 from the outlook of adjacent or neighboring portions of the subject property. All fences, walls, barbecue 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 used therein. Building plans and specifications submitted to the ACC shall consist of not less than the following: foundation plan, floor plans, typical wall sections, elevations of exterior (4 minimum), roof plan, fence locations, decks and patios, location of dwelling and other buildings, their off-sets to property lines and easements or any other site improvement planned and not mentioned herein. Neither the main residential building nor accessory buildings may be constructed on any lot without the full and active supervision of an architect or builder licensed in the state of South Carolina upon whom the responsibility of conformance to these covenants shall rest, this responsibility to be joint and several with the owner of the lot.

3. **COMMERCIAL ACTIVITY.** No commercial activity of any kind or nature shall be conducted upon any of the lots.

4. **LOT SIZE AND QUALITY.** No residence shall be erected on any lot having a frontage less than that shown on said plat of CURRYTOWNE STATION SUBDIVISION referred to above, but lots may be enlarged by the addition of other contiguous property lying inside or outside said subdivision, combined or divided, provided that in such re-subdivision of any lots, the setback line and the side and rear line restrictions as set forth in these covenants shall be applicable to such lots as re-subdivided, provided the ACC shall have approved the changes in lot size. Any owner of a lot in CURRYTOWNE STATION acquiring an interest in property contiguous to the boundary of said subdivision shall limit access through the Currytowne Station lots to said property to his personal use and shall maintain a suitable screen at adjoining boundary if use of adjoining property is deemed offensive in use or appearance by the ACC. No building of any kind shall be constructed on any lot nearer the street than the minimum setback lines on the plat of CURRYTOWNE STATION, which are forty (40) feet on the front street and forty (40) feet on the side street. No building of any kind or character shall be constructed within ten (10) feet of any property line, except as otherwise designated on the plat and where an adjacent lot is incorporated or re-subdivided and then the outermost property boundary as reconstituted shall be used to determine the minimum building setback lines. The rear line of any residence or living quarters shall not exceed two-thirds (2/3) of the distance from the street right-of-way to the rear lot line. However, swimming pools and approved auxiliary buildings not to be used as dwellings may be constructed up the rear easement line.

5. **DWELLING SIZE, CHARACTER AND QUALITY.** All residences constructed on any lot shall be single-family residences described in Paragraph 1 hereof; and in the case of a one-story residence, the minimum dwelling floor area,

exclusive of porches, shall not be less than 2000 square feet of finished and heated living areas. A two story house shall have at least 2000 square feet of finished, heated living floor area, exclusive of porches, attached garages, carports, and other auxiliary areas. In approving any two-story, one and one-half story, split level house, the ACC will require that the top stories of houses be constructed in accordance with conventional design standards. It is the intention and purpose of these covenants to assure that all dwellings shall be consistent in quality of materials and workmanship substantially the same or better than that which can be produced on the date these covenants are recorded.

No dwelling house shall be constructed so as to contain a carport with an open entrance facing a street. An enclosed garage with an entrance facing a street shall be acceptable provided such garage is equipped with doors adequate to render the interior of the garage out of the public view.

6. EASEMENTS, DRAINAGE, AND UTILITIES. Easements for the installation and maintenance of all utilities and drainage facilities are reserved by the owners over the rear ten (10) feet of the lot and ten (10) feet on the side lot line of each lot; this easement shall apply to the side lines of the lots as re-sub-divided in lieu of the side lines of the lots as shown on the original plat referred to above, unless the installation of utilities and drainage facilities have been completed, in which event, the original easement granted is irrevocable without the written consent of the ACC. Where a larger easement is shown on the said plat the larger easement will apply instead of the easement herein reserved. Drainage flow shall not be obstructed, diverted, or altered from drainage or utility easements or the natural course of the waters of any creek, streams, road swales, lake or pond.

7. USE OF PONDS AND WATERS. No lot owner, provided his property is bounded by the water of a lake, pond, stream, or creek, shall by virtue of his ownership of any lot, acquired any private right, title or interest in or to the aforementioned waters thereof in CURRYTOWNE STATION or the beds, waters or surfaces thereof. All flotation, boating, pontoon, and recreational equipment shall be suitable in size and character for use of the lakes or ponds and will be subject to ACC judgment for use. No equipment shall be powered using anything other than sail, electric or manpower means. No fence, wall, hedge or other enclosure shall be placed within thirty (30) feet from the high-water mark of any pond or lake and twenty (20) feet from any stream or creek or drainage easement unless approved by the ACC.

8. NUISANCES. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

9. SIGNS. Except as required by statute or county ordinance, no signs may be maintained upon any lot without the prior written approval of the ACC. Currytowne Associates shall have the right to install any and all signs it deems necessary in the construction of the development and common areas. Real estate companies, general contractors and builders, and owners may place a for sale type sign on not more than one property boundary. Sub-contractors of suppliers may not display signs. No signs may be placed on or about rights-of-way, easements or common areas without written approval of ARCHITECTURAL CONTROL COMMITTEE.

10. VISUAL OR MATERIAL POLLUTION. No pollution visually, chemically, or by virtue of the presence of an

element shall be allowed in CURRYTOWNE STATION. All garbage and refuse disposal shall be contained in portable containers associated with public or private trash and garbage collection authorities, in sanitary condition and removed on a routine and frequent schedule as not to present any noxious smells on or about lot. All cut vegetation or trash shall not be allowed to remain on site of an occupied dwelling for longer than ten (10) calendar days.

11. CLOTHESLINES, STORAGE TANKS PLACEMENT. No clotheslines, drying racks or fences used for drying clothes shall be constructed or maintained nearer the front street line than the rear line of the residence constructed on each lot. Neither of the above extend beyond the side lines of the house. No exposed, above ground tanks will be permitted for the storage of fuel, water or any other use.

12. FENCES, GRADE WALLS, HEDGES. No fence, wall, hedge or shrub planting which obstructs sight at elevation between two and six feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street, property lines, and a line connecting them at a point twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended.

13. VEHICULAR STORAGE. No abandoned, junked, or inoperable vehicle may be permitted to park on any lot for a period exceeding sixty (60) calendar days; any vehicle not bearing a current license plate shall be considered abandoned. Such vehicles may be stored in a garage with a garage door concealing visual contact from the street or adjacent properties. Campers, recreational vehicles (RVs), school buses, boats or other types of similar equipment shall be parked no closer to the street than the rear corner of the dwelling and in the case of a corner lot, no vehicle shall be parked any closer than a far rear corner from either street.

14. LIVESTOCK, POULTRY, AND PETS. No animals, livestock or poultry of any kind shall be allowed on any lot for the purpose of boarding, raising, or breeding. Pets such as dogs, cats shall be limited to no more than a total of five (5) unless approved by the ACC, and then for non-commercial purposes. No animal considered wild and typically dangerous shall be allowed to be kept on any lot and are prohibited within the boundaries of CURRYTOWNE STATION. All pets are the responsibility of the owners and shall be contained on owner's property at all times unless accompanied by owner and on a leash.

15. DEVELOPMENT DAMAGE. Lot owners shall be responsible for damages to the development, its entrance, streets, shoulders, utilities, ponds or lakes caused by contractors or sub-contractors during the performance of their responsibilities. Non-rubber track vehicles are strictly prohibited from crossing streets unless adequate protection is provided to existing pavements, drainage cuts, shoulders, etc.

16. LANDSCAPING AND EROSION CONTROL. Each lot owner shall upon commencement of work within CURRYTOWNE STATION evaluate erosion control methods to employ prior to clearing a lot for construction. Lost sediment upon an adjoining lot or in the adjoining water bodies shall be the responsibility of the lot owner from whose property erosion was generated. Therefore, erosion barriers are recommended along slopped grades to prevent such erosion. Upon completion of construction of each dwelling, foundation plantings shall be installed immediately to complement the design and

character of said structure. At the same time as final grading of a lot a temporary mulch and seed shall be applied to adequately stabilize soil to prevent erosion and provide a neat ground-cover appearance until the next planting season at which time permanent lawn of suitable residential quality shall be installed. All lot owners in CURRYTOWNE STATION shall maintain lawns, shrubs, and natural straw areas in a cut, trimmed, and neat appearance as to enhance the appearance of the dwelling.

17. DRIVEWAY LOCATIONS, INSTALLATION. The ACC reserves the right to limit driveway cuts along Currytowne Boulevard as shown on the plat to lots with only single frontage to said street. All other lots having frontage on other streets will be required to access the driveway on such streets. Driveways shall be installed using approved culvert pipe and installing appropriate headwalks at each end to the culvert. All driveways shall have a finished apron of concrete or asphalt and the remaining portion of the driveway surfaced with gravel, concrete or asphalt with necessary gutters to protect culvert crossing from erosion.

18 COMPLIANCE WITH REGULATIONS. All provisions of the ordinances and requirements of the Edgefield County Planning Commission, or its successors, applicable to the property shall be observed. In the event of any conflict between any provision of the Edgefield County Zoning Ordinance or these protective covenants, the more restrictive provision shall apply.

19. CONSTRUCTION TIME. The construction of a residence upon any lot must be completed within eight (8) months after the laying of the foundation unless an extension is granted by the ACC. Any residence partially destroyed by fire or other cause shall be restored within two hundred forty (240) days thereafter. In case of any residence that is totally destroyed, the residue shall be removed from the lot within one hundred eighty (180) days thereafter.

20. TEMPORARY RESIDENCE. No trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding erected on the lots shall be at any time used as a residence, temporary or permanent, nor shall any structure of a temporary character be used for residential purposes on any of the lots.

21. BUFFER ZONES. Cutting of trees and shrubs within designated buffers is prohibited except for that necessary to facilitate driveways to private residences, and except for trees that may endanger public safety or utilities. No other trees over 8" diameter 10" above the ground may be cut after the initial house and site plan approval by the ACC.

22. ENFORCEMENT. Should any owners, their heirs, executors, administrators or assigns, violate or attempt to violate any of the covenants herein, it shall be lawful for any other person owning any real property situate in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant; provided, however, that no violation shall affect the validity of any mortgage lien of record prior to such violation.

23. SEVERABILITY. Invalidation of any of these covenants by judgment or court shall in no wise affect any of the other provisions which shall remain in full force and effect.

24. AMENDMENTS. It is specifically provided that the Architectural Control committee as provided for herein shall have the right and power to alter, amend, add to, or cancel any Restrictive Covenants set forth in the Declaration and said

Architectural Control Committee and their successors in office shall have this authority.

IN WITNESS WHEREOF, CURRYTOWNE ASSOCIATED, A PARTNERSHIP, has caused these presents to be executed in its name by its duly authorized officers, this 11 day of April, 1988.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

[Signature]  
[Signature]

CURRYTOWNE ASSOCIATED, A  
PARTNERSHIP

Security Financial Services,  
Incorporated

By [Signature]  
T. Clifton Weeks  
Its President  
A Partner

International Investors,  
Incorporated

By [Signature]  
E. Thomas Hodge,  
Its [Signature]  
A Partner

STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF AIKEN                    )

PERSONALLY appeared before me the undersigned witness and made oath that he saw the within-named Declarants, Currytowne Associates, A Partnership, by the above named, sign, seal and as their act and deed, deliver the within-written RESTRICTIVE COVENANTS FOR CURRYTOWNE STATION, and that he with the other subscribing witness witnessed the execution thereof.

SWORN to before me this 11  
day of April, 1988.

[Signature]

[Signature] (L.S.)  
Notary Public of South Carolina  
My commission expires: 7/19/89

## CURRYTOWNE STATION SUBDIVISION

### GENERAL RULES

1. Speed limit is 30 mph on all roads in subdivision.
2. No hunting or discharging of any rifle or pistol is allowed at any time in Currytowne Station Subdivision.
3. No non-member or guest shall be allowed to fish or use any Association facilities or recreation areas unless accompanied by the inviting member or if they have a written permission from the owner, stating the name(s) of the guest(s) and the specific date(s) guest(s) will be using Association property. Blanket passes are not acceptable.