

DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
ASHLEY RIDGE SUBDIVISION

THIS DECLARATION, is made and executed on the date hereinafter set forth by WRG Development Co., Ltd., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in the County of Richland, State of South Carolina, which is more particularly described in Exhibit "A" attached hereto.

NOW, THEREFORE, Declarant hereby declares that all of the property subject to these Covenants, Conditions and Restrictions as described herein is to be developed as single family residential lots to be known as Ashley Ridge Subdivision (herein "Ashley Ridge") shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property described in Exhibit "A" (or later added to these Covenants, Conditions and Restrictions by Amendment) and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of the Declarant and each subsequent owner thereof.

-1-

Book 00434-2800  
2000061616 08/19/2000 15 45 58 48 Declaration of Coven  
Fee: \$21.00 County Tax: \$0.00 State Tax: \$0.00



ARTICLE I  
DEFINITIONS

Section 1. "Declarant" shall mean and refer to WRG Development Co., Ltd., its successors and/or assigns, the owner and developer of Ashley Ridge Subdivision.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any single family residential building Lot and any improvements thereon which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Ashley Ridge" or "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be added to these Covenants, Conditions and Restrictions.

Section 4. "Subdivision Plat" shall mean and refer to the bonded or final recorded subdivision plats of Ashley Ridge Subdivision, Phase I and/or subsequent phases as they may be added to these Covenants, Conditions and Restrictions; which subdivision plat shall be recorded at Office of the Register of Deeds for Richland County, South Carolina.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of Ashley Ridge Subdivision not designated as common areas or elements or designated as streets or public or private right of way.

Section 6. "Architectural Review Committee" shall mean that committee of three (3) or more representatives appointed by the Declarant and/or the Declarants successor, which committee shall have the right to review all building plans for structures to be constructed on any lot within Ashley Ridge.

Section 7. "Common Areas or Elements" shall mean and refer to those areas and elements within Ashley Ridge which are for the common use and benefit of all of the owners of lots within Ashley Ridge, including the entrance to the subdivision and all appurtenant landscaping, lighting and irrigation; all detention ponds for surface water drainage not deeded to the County of Richland; and any other common elements all as shall be shown on Subdivision Plats for Ashley Ridge, Phase I and subsequent phases.

Section 8. "Property Owners Association (POA)" shall mean the a non-profit corporation organized and existing for the purpose of owning and caring for the common property and elements within Ashley Ridge; all as may be designated on subdivision plats for Ashley Ridge Phase I and subsequent phases.

Section 9. "Assessment" shall mean the charge which may be assessed against lot owners in Ashley Ridge by the Property Owners Association (POA) to pay for the cost of maintenance of common areas and elements owned and maintained by the Property Owners Association (POA). Assessment may be in such amount and for such periods as may be designated by the Property Owners Association (POA).

## ARTICLE II

### ARCHITECTURAL CONTROL

Section 1. Architectural Review and Approval. No residence, building, fence, wall, or other structure shall be commenced, erected or maintained upon the Property, or any lot in Ashley Ridge nor shall any exterior addition to or change or alteration therein be made until the plans, specifications, plot plan and landscaping showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external

design, location in relation to surrounding structures and topography and conformance with these Covenants, Conditions and Restrictions by the Declarant, its successors and/or assigns, or its designee, or by an Architectural Review Committee (ARC) composed of three (3) or more representatives appointed by the Declarant or its successor. In the event the Declarant, its designee or the said ARC, or its designated sub-committee, fails to approve or disapprove such design and location within thirty (30) days after said plans, specifications, plot plan and landscaping have been submitted to it, approval shall be deemed to have been given. The ARC may employ the services of an architect to assist the ARC in such review process (herein the "Review Architect") and the Review Architect may charge a review fee of \$100.00 to the applicant to defray the cost of such review proceedings which fee shall be paid by the applicant concurrently with the application of the plans, specifications and plot plan to be reviewed. No plans, specifications, plot plan and landscaping shall be reviewed if the review fee has not been paid by the applicant.

The Declarant, the ARC or the Review Architect may from time to time issue a policy statement with regard to the standards for the improvements in Ashley Ridge as a guide for applicants in the design of plans, specifications, plot plan and landscaping for improvements in Ashley Ridge; but in the event of any conflict with any such policy statements and these Restrictive Covenants, these Restrictive Covenants shall control.

Section 2. Minimum Building Size. No building shall be erected on any lot within Ashley Ridge Phase I except single family residences containing no less than One Thousand Two Hundred and Fifty (1,250) gross square footage being heated and air conditioned area, excluding porches, decks, garages or unfinished areas for residences with a double garage and One Thousand Three Hundred and Fifty (1,350) square feet for residences without a garage, provided, however, that the

Declarant, its designee or Architectural Review Committee shall have the authority to vary the minimum square footage requirement by up to ten (10%) percent of the minimum square footage requirement stated above. Side entry garages are encouraged whenever possible on any lot. Outbuildings or storage sheds are permitted subject to approval by the Declarant, its designee or the Architectural Review Committee.

Section 3. Setbacks. No building shall be located on any Lot within Ashley Ridge nearer to the street on which the building faces or nearer to the back and side lot lines of such lot as shown on the recorded Subdivision Plat. For the purpose of this covenant, eaves, steps and open porches and decks shall not be considered part of the building; provided, however, that this shall not be construed to permit any portion of the building on a Lot to encroach upon another Lot as shown on the recorded Subdivision Plat. The Declarant, its successors and/or assigns, reserves the right to alter the front and side setback restrictions from time to time and to permit and allow unintentional violations of same.

Section 4. Subdivision of Lots. No Lot as set forth in the recorded Subdivision Plat shall be further subdivided nor reduced in size nor used as a street without the written consent of the Declarant.

Section 5. Noxious and Offensive Activity. No noxious or offensive activity shall be carried upon any Lot or within any building constructed thereon, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No business nor commercial activity shall be conducted on any Lot nor within any building located on any Lot except that the Declarant, or any builder, with the consent of the Declarant, shall have the right to construct a model home on any of the Lots. No exterior clothes lines or chain link fences shall be erected upon any Lot. No

hogs, goats, poultry, cows, horses or other livestock shall be quartered on any Lot. No condition shall be allowed to exist on any Lot which is unsanitary and/or constitutes a nuisance to any neighboring property nor shall any junk cars or other inoperable vehicle be allowed to remain on any Lot; nor any school buses, commercial trucks or vehicles, commercial equipment or mobile homes be allowed to remain on any Lot; and nothing shall be done by any Owner of any Lot nor condition permitted on any Lot which shall cause to pollute the soil within the Subdivision. All boats, trailers, motorhomes, etc. that may be stored on any lot shall be within the garage if possible and if not stored in a garage, shall be sufficiently screened so as not to be visible from the street or any other lot.

Section 6. Easements. The Declarant reserves unto itself, its successors and/or assigns easements for utilities, storm drainage and other purposes as shown on the recorded Subdivision Plat for Ashley Ridge. All easements reserved for this purpose shall be perpetual and inalienable. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery and rake any grading of soil, or to take any other similar action reasonably necessary to provide economical and safe utility or other installation and to maintain reasonable standards of health, safety and appearance. Such use of rights-of-way and easements may be exercised by the Declarant and/or its assignees or licensee, (i.e. governmental agencies or utility providers. No structures including walls, fences or planting shall be erected upon any part of the property which shall interfere with the rights of ingress and egress and for the use by the Declarant and/or its assignee or licensee of the easements and rights of way for the purpose intended. In addition to the easements shown on the recorded Subdivision Plat for Ashley Ridge, perpetual easements for drainage and the installation and maintenance of gas lines, electricity, cable lines, lighting, telephone, water, sewer and other utilities are reserved as shown or referenced on the subdivision plat or in separate recorded

easement(s) to utility providers; and where not reserved on the subdivision plat or in a separate recorded easement(s) to utility providers, a perpetual easement five feet (5') more or less is hereby reserved along the front, sides and rear of lot lines on each said lot. No obstruction higher than two feet (2') above the center line of road, nor planting, object, tree, shrubbery, fence, or other thing shall be placed or allowed to remain on the front five feet (5') of any lot. The Declarant, its successors and/or assigns expressly reserves the right to alter any easement described and delineated on the recorded Subdivision Plat or described in this Section.

Section 7. Water & Sewer. All water distribution shall be through the public water system of the City of Columbia with wells being prohibited. Sewer shall be provided by way of individual septic tanks for each individual Lot within Phase I and the Owner of any Lot in Ashley Ridge, Phase I shall be responsible for the installation of each individual septic tank system in such size and configuration so as to accommodate the effluent being discharged from any residence constructed on such Owner's Lot and to comply with all applicable state, federal and local laws and regulations regarding same.

Section 8. Erosion Control. A sediment and erosion control plan shall be used for each lot by the Owner (or builder) of each Lot to prevent erosion and sediment from entering onto any other Lot, street or stream. The Declarant shall not be responsible for erosion control on individual Lots after ownership is transferred.

Section 9. Drainage. Where drainage easement(s) appear on the Subdivision Plat, the Owners of those Lots affected shall maintain easement(s) in a satisfactory and sanitary manner and in no way shall alter, block, or otherwise hinder the removal of surface water.

Section 10. Driveway. A concrete or otherwise paved driveway from the street to the residence, and similar parking shall be provided for each home and for each and every vehicle routinely parked on any Lot.

Section 11. Fences. No fencing shall be erected without first obtaining the approval of the Declarant, its designee or the Architectural Review Committee. No front yard fencing shall be approved, meaning no fence shall be erected forward of the house on any Lot and no fence shall exceed six feet (6') in height. No chain link fences shall be permitted.

Section 12. Firearms, Weapons, Etc. No firearms, weapons, pellet guns, sling shots, or BB guns may be fired or used in any area in Ashley Ridge.

Section 13. Parking. No continuous on-street parking shall be permitted. Gatherings involving large numbers of visitors may park their vehicles on the streets for a limited time only dependent on the nature of the event but in no event longer than twenty-four (24) continuous hours.

Section 14. Vehicles. No abandoned or inoperative vehicle(s), tractor(s), trailer(s), school bus(es) or other heavy equipment shall be parked or stored on any Lot except during construction periods of homes and appurtenances. No go cart(s), two, three or four wheeled vehicle(s) shall be used in any manner which causes annoyance to the neighborhood or any other Lot Owner.

Section 15. Signs. No signs shall be erected on any Lot posted on any building except "For Sale" or "Sold" signs which shall not exceed two feet (2') by three feet (3') in dimension. No lighted signs shall be permitted.

Section 16. Landscaping: Removal of Trees. The determination of a landscaping plan or trees to be removed, and the method of removal, in order to construct a building in accordance with the plans and specifications on a Lot shall be reserved to the Declarant or the Architectural Review



Committee and shall be submitted to the Architectural Review Committee for approval with the plans, specifications and plot plan by the Lot Owner or his builder prior to the commencement of construction of any residence.

Section 17. Mailboxes. In order to maintain a harmonious and uniform aesthetic appearance in Ashley Ridge, the Declarant shall provide standard mailboxes to the lot owner or his builder which shall be installed by the lot owner or his builder at his sole expense and the lot owner or his builder shall pay the Declarant the cost of such mailbox.

Section 18. General. No structure of a temporary character, tent, shack, garage, barn or other out-building shall be used on any Lot as temporary or permanent housing. No litter or other material of unsightly nature, not natural to a well-kept and sightly neighborhood, will be retained or allowed to remain on any Lot. No clothes lines, exposed garbage containers, dog houses, satellite antenna or satellite dish [except satellite dishes twenty-four inches (24") and under], skateboard ramp, playground sets, or debris or articles of any unsightly nature are to erected or used on any Lot where they may easily be seen from any road or other Lot. Such articles shall be placed in the rear of the property and be adequately screened from the view of others with shrubbery.

### ARTICLE III

#### BUILDER TEAM; PARTICIPATING BUILDER

Section 1. Establishment of Builder Team; Participating Builder. The Declarant shall establish a group of builders who are authorized to construct residences within Ashley Ridge and each member of such Builder Team shall be considered a Participating Builder. The Declarant shall have the right to establish such policies as it deems appropriate in its sole discretion for the requirements of a builder to be a Participating Builder and member of the Builder Team and/or to

add or replace members of the Builder Team.

Section 2. Requirements for Lot Owners to Utilize a Participating Builder to Construct Residences; Exemption Fee. All Lot Owners shall be required to utilize a participating Builder for the construction of any residence on any lot within Ashley Ridge and if any Lot Owner desires to utilize a builder to construct his residence on any lot in Ashley Ridge that is not a Participating Builder, or desires to construct his own residence without a builder, the Lot owner may apply to the Declarant for an exemption from such requirement and the Declarant may grant such exception upon such terms and conditions as it deems appropriate in its sole discretion, including, but not limited to, the payment of an exemption fee.

#### ARTICLE IV

#### PROPERTY OWNERS ASSOCIATION

Section 1. Common Areas and Elements. There shall exist within Ashley Ridge areas of common ownership which shall include, but not necessarily be limited to, the entrance and detention pond(s) for surface water drainage which are not deeded to the County of Richland; all appurtenant landscaping, lighting and irrigation, and such common areas and elements shall be designated on the Subdivision Plats for Ashley Ridge. The ownership and maintenance of the Common Areas and Elements within Ashley Ridge shall be reposed in a non-profit corporation to be known as Ashley Ridge Property Owners Association, Inc.

Section 2. Property Owners Association. The Ashley Ridge Property Owners Association, Inc. shall be owned on a prorata basis all of the Lot Owners within Ashley Ridge with each Lot Owner shall be vested with a prorata undivided interest in the Property Owners Association based upon the total number of lots in the subdivision. There will be no charge assessed against the Lot

Owners for the granting of the undivided interest in the Property Owners Association; provided, however, that each Lot Owner shall be subject to assessment by the Property Owners Association as required for the future maintenance of the Common Areas and Elements within Ashley Ridge Subdivision. The Property Owners Association shall be governed by a board of directors consisting of three (3) members appointed by a majority vote of the members of the Property Owners Association with each Lot Owner being entitled to one (1) vote each for each Lot owned. Directors shall serve for a period of one (1) year and shall serve without remuneration except for reimbursement of out-of-pocket expenses.

Section 3. Assessments. The Property Owners Association shall have the right to charge an assessment against each lot owners within Ashley Ridge for the prorata maintenance of the Common Areas and Elements within Ashley Ridge. In the event that any Lot Owner fails to pay the assessment assessed by the Property Owners Association, such assessment shall become a lien against that Owner's Lot and shall be recorded in the same manner as other liens in the Office of the Register of Deeds for Richland County, South Carolina and the Property Owners Association shall have the right to maintain such action as necessary to collect such assessment from any Lot Owner failing to pay such assessment following demand for same; and in the event that legal action shall become necessary to collect any unpaid assessment, such Lot Owners shall be assessed legal fees and costs for the maintenance of such action.

Section 4. By-Laws. Concurrently with the recordation of these Restrictive Covenants, the Declarant will cause to be filed a copy of the By-Laws of Ashley Ridge Property Owners Association, Inc. (herein the "By-Laws") and the terms and conditions and stipulation of the By-

Laws are incorporated into these Restrictive Covenants and binding upon all lot owners in Ashley Ridge.

#### ARTICLE IV

#### GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, its successors and/or assigns, or any Lot Owner, shall have the right to enforce, by any proceeding at law or in equity, these Covenants, Conditions and Restrictions. Failure by the Declarant or by any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. These Covenants, Conditions and Restrictions shall run with and bind the land 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 during the first twenty (20) year period by an instrument signed by not less than eighty (80%) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to these Covenants, Conditions and Restrictions by the Declarant.

Section 5. Record - Actual Notice of Covenants, Conditions and Restrictions. In order to provide record notice to any interested party that the property described in Exhibit "A" attached hereto is subject to and burdened by these Covenants, Conditions and Restrictions, the same shall

be recorded with the office of the Register of Deeds for Richland County, South Carolina in the appropriate record books; and in order to provide actual notice of the terms of these Covenants, Conditions and Restrictions to any purchaser and/or Owner of any Lot in Ashley Ridge, a portion or all or a condensed summarization of these Covenants, Conditions and Restrictions may be included in deed(s) from the Declarant to any subsequent purchaser and/or Lot Owner within Ashley Ridge; provided, however, in the event of a conflict or ambiguity between the terms of any portion or of the condensed summarization of these Covenants, Conditions and Restrictions as may appear in any deed and the original of these Covenants, Conditions and Restrictions which is filed with the Office of the Register of Deeds for Richland County, the original of record with the Richland Register of Deeds shall control.

✓ Section 6. Condition of Property. Record notice is hereby given to all lot owners in Ashley Ridge that all lots are sold in "as is" condition and the Declarant shall not be responsible for the maintenance of any streets, utilities, common areas or elements. Streets are owned or shall be owned and maintained by the County of Richland. Any conveyance of lots in Ashley Ridge by the Declarant is also made subject to all restrictions and easements of record including any which may be shown on any recorded Subdivision Plat. It is also made subject to all zoning and other governmental regulations of the County of Richland and any other governmental agency (local, state, or federal) existent prior to or subsequent to these Covenants, Conditions and Restrictions and the By-Laws.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 16<sup>th</sup> day of August, 2000.

WITNESSES:

[Signature]  
[Signature]

WRG DEVELOPMENT CO., LTD.

By: [Signature]  
Ronnie Flynn, Authorized Representative

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF RICHLAND        )

ACKNOWLEDGMENT

Pursuant to Section 30-5-30 South Carolina Code of Law 1976, as amended, the undersigned, as Notary Public for the state aforesaid, does hereby certify that WRG Development Co., Ltd. by Ronnie Flynn, its authorized representative, as maker of the foregoing instrument, personally appeared before me this day and acknowledged the due execution of the forgoing instrument.

SWORN to before me this 16

day of August, 2020

[Signature] (LS)  
Notary Public for South Carolina  
My Commission Expires: 10-9-08

LEGAL DESCRIPTION  
FOR  
ASHLEY RIDGE SUBDIVISION; PHASE I

ALL THAT CERTAIN PIECE PARCEL AND/OR LOT OF LAND situate lying and being in the County of Richland, State of South Carolina being designated as Lot(s) One (1) through One Hundred One (101) (being all the lots in Ashley Ridge Subdivision, Phase I) as shown that certain Bonded Plat for Ashley Ridge Subdivision, Phase I prepared by W. K. Dickson Co., Russell S. Owens, SCRLS # 19404 dated April 26, 2000, prepared for WRG Development Co., Ltd.; said plat being filed of record in the Office of the Register of Deeds for Richland County, South Carolina on May 17, 2000 in Book 409 at Page 641; reference being craved to the aforesaid plt for a more complete and accurate description of the real property being burdened herein.

TMS NUMBER: portion of 20300-04-02  
(TMS Numbers for individual lots to be assigned)

DERIVATION: This being a portion of the same property conveyed unto WRG Development Co., Limited by deed of Arthur E. Fourier recorded in the Office of Register of Deeds for Richland County in Book 277 at Page 1094; and by deed of Ann McConaughy baker, Trustee for Mary Bothwell Baker, Anna Person Baker and Walter Mitchell Baker, Jr.; Walter Mitchell Baker, Sr.; Walter Mitchell Baker, Jr.; Anna Person B. Krause; Mary Bothwell B. Stevens; Meredith E. baker; Scott Ray Krause and Paul Frederick Stevens, recorded in the Office of the Register of Deeds for Richland County in Book 277 at Page 1097.

EXHIBIT "A"