

Book 2641-3233

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Restrictions

Fee: \$25.00

County Tax: \$0.00

State Tax: \$0.00



2021045915

John T. Hopkins II

Richland County R.O.D.

January 1, 2019

Amended August 27, 2019 – Correct Typos

Amended June 29, 2021 – Section 11.05



2021037496 BK: 20952 PG: 3417 - 3428 12 PGS

RESTRICTION MODIFICATION

Rec: \$25.00 Cnty: \$0.00 State: \$0.00

July 12, 2021 03:23:03 PM

FILED IN LEXINGTON COUNTY, SC

Tina Query



Harbison

COVENANT ENFORCEMENT & SCHEDULE OF FINES

Harbison Community Association **Covenant Enforcement and Schedule of Fines**

Pursuant to **Section 16.05, "Additional Rules"** in the Harbison Declaration of Covenants... the DDRC and the Association have developed additional rules that clarifies and details a Covenant Enforcement and Schedule of Fines to ensure the compliance with provisions in **Articles VIII, IX, XI, XII, and XIII** of the Covenants. All property owners are subject to the Covenants and the owners are responsible to be familiar with and in compliance with said Covenants and furthermore, the property owners are also responsible and liable for their respective "related user" (tenant/occupant) for compliance with the Covenants.

This process has taken into consideration the best interests of the property owners and residents of Harbison in order that Harbison shall be preserved and maintained as a community of high quality, and to achieve and maintain the appearance of the Community in accordance with standards and objectives that all of which are for the purpose of promoting the common good and general welfare of the residents of the community of Harbison and thereby of enhancing and protecting the value, desirability and attractiveness of properties in Harbison.

Following, is the Covenant Enforcement and Fine Schedule for the Harbison Community Association (HCA). The primary objective for this Rules of Covenant Enforcement is to achieve property owner's Covenant compliance.

Covenant Enforcement

- a) A Courtesy door hanger is placed at the property noting the Covenant violation and allowing a grace period of seven (7) days for the owner to remedy the violation. This action is to be recorded at HCA's office.
- a) A follow-up visit on the 8th day to the property to verify if violation has been remedied. In the event that the violation still exists, the property's violation will be reported to the HCA Covenant official. The HCA Covenant official, pursuant to **ARTICLE – XVI, ENFORCEMENT, Section 16.01**, will prepare and mail a "Demand" letter to the property's owner which will restate the specific violation and what specific action is required for remedying the violation and require the property owner to have the violation remedied within twenty (20) days. This letter will also inform the owner that a Fine shall commence on the 21st day after the date of the letter. Additionally, this letter will also advise the owner that he or she may request an appeal of the violation/fine by sending a written request to the Harbison Covenant Violations Appeals Committee. The written request for hearing needs to be received by the Committee within ten (10) days from the date of the Demand letter. Failure to request a hearing in a timely manner shall be considered a waiver of the owner's right to challenge the violation and imposition of all the fine(s).
- b) If the Owner shall fail to take sufficient or reasonable steps to remedy such violation within twenty (20) days after the date of the Demand letter, then the Association, under Section 16.01, shall have the right, through its agents and or employees, to enter at all reasonable times upon any property as to which a violation to be remedied exists, and take the actions specified in the Notice to the Owner to abate, extinguish, remove or repair such violation, breach or other condition which may exist thereon. Such entry or action, or both, shall not be deemed to be a trespass or wrongful act solely by reason of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of this Policy. The cost thereof shall be a binding personal obligation of such Owner enforceable in law, as well as a lien on such Owner's Lot enforceable pursuant to the provisions of **Section 16.03**.

Harbison Covenant Violation(s) Schedule of Fines

Landscape/yards Maintenance Violation.....	\$25.00 / day ¹
Non-removal of dead, or dying tree(s), shrub(s).....	\$50.00 / occurrence ¹
House/structure(s) Maintenance Violation.....	\$25.00 / day ²
Parking on NON-PAVED Surfaces Violation.....	\$35.00 / day ³
Unapproved or Inappropriate Signs or Flags.....	\$50.00 / day ⁴
Roll Carts / Trash, Debris, Improper storage of stuff.....	\$25.00 / day ⁵
Improper Parking/Storing of Trailers, Boats, etc.....	\$35.00 / day ⁶
Unauthorized Removal of Tree(s).....	\$100.00 / tree ⁷

A repeat violation occurs when a property owner violates the same provision of the HCA Covenants within twelve (12) months from the date of the first notification of said violation. A repeated violation will result in an immediate doubling of Fines.

The above list is not complete or comprehensive. All other violations not listed or specified above will result in reasonable Fines up to \$100.00 per day. The maximum accumulated amount of a fine for a single violation shall not exceed \$1,000.00.

If there is any Fine assessed to an owner, it shall become due and payable in thirty (30) days and subject to late fees. The Association shall initiate all relief available at law in the collection of the fine(s).

- ¹ **Section 11.01**, Maintenance Required by Owner
- ² **Section 11.01**, Maintenance Required by Owner
- ³ **Section 11.01**, Maintenance Required by Owner
- ⁴ **Section 11.05**, Placement of Signs on Property
- ⁵ **Section 11.07**, Disposition of Trash and Other Debris
- ⁶ **Section 11.12**, Trailer Parking
- ⁷ **Section 11.03**, Landscape Restrictions

Clarifications of Restrictions

Further to the Covenant Enforcement and Fine Schedule, the DDRC and the Association are providing these clarifications of several restrictions along with a reiteration of certain Sections of the Covenants. The numbers of the Sections in the Declaration and the related clarifications are printed below.

Clarifications describing what will be considered a violation of specific Section(s) are available on the Community's web site – www.harbisonhca.com and also will be published in the Harbison Quarterly Newsletter and also available at HCA's offices in the Community Center.

Section 11.01, Maintenance Required by Owner

- a) The keeping of a lot in good order and repair includes **NO** continuous or repetitive parking of any vehicles, cars, trucks, etc. on any **NON-PAVED** surface (grass, pine straw, leaves, dirt, etc.) on/in any portion of the property. There are many reasons it is improper and therefore a violation of the Covenants to park on a **NON-PAVED** surface. To list some:
- i. It devalues the property and the neighborhood.
 - ii. It can cause damage to water lines, sewage lines and in some cases other underground utilities.
 - iii. It is unsightly and objectionable to adjoining properties.
 - iv. It causes damages to the yard and eventually the drainage on the property and adjoining properties.
 - v. In some cases, if a medical or fire emergency should happen at the residence, the vehicle parked in the front yard could cause a delay in response or pose a danger to responding departments.

In the simplest of terms: **PARKING ON NON-PAVED SURFACES IS PROHIBITED**

- b) Any grass damaged from the prohibited parking on NON-PAVED surfaces resulting in bare patches of dirt must be restored.
- c) Inoperable vehicles or vehicles that do not have a current license plate, **MUST** be covered with a proper fitting (to that vehicle) cover that is **NOT** a tarpaulin, blanket or plastic sheet of any kind.

Section 11.01, Maintenance Required by Owner, continued

- d) Storing of a vehicle (car, truck, motorcycle, etc.) may be stored to the side of or the rear of a house but **MUST** be covered with a proper fitting (to that vehicle) cover that is **NOT** a tarpaulin, blanket or plastic sheet of any kind.
- e) Minor vehicle maintenance can be an acceptable activity in residential areas in Harbison. Not to necessarily attempt to list all “minor” maintenance activities, but the customary oil change, tire change/rotation, brake service, etc. are what would be deemed acceptable. In rare and limited occasions, the necessity of jacks, blocks or lifts may be permitted for **ONLY** three (3) days.
- f) Good order and repair with such frequency as is consistent with safety and good property maintenance requires that all grasses, weeds, shrubs and/or ground cover are to be cut, trimmed and maintained with sufficient regularity as to maintain a neat and trimmed appearance. This maintenance is to include keeping road curbs and gutters free of growth. This maintenance is also to include the minimizing of bare patches of dirt with the proper seeding, sodding and watering for/of new grass, or the creation or maintaining of “planting beds” or “natural areas” with approved landscaping such as trees, flowers and/or shrubbery along with appropriate pine straw, mulch, etc. Alternatives to maintain bare patches of dirt as part of an approved landscaping plan can be submitted for review and approval by the RDRC.
- g) Leaves, pine straw, twigs, limbs, etc. must be routinely removed from all grassed areas of the property.
- h) Any dead tree(s), after first receiving approval from the Association, are to be cut down. All trees must be regularly monitored for dead and or dangerous limbs and trimmed or cut. Any cut tree and its tree limbs and debris are to be removed promptly.
- i) All exterior damaged or deteriorated siding, trim, fascia/eaves, roofing, doors, gutters, downspouts, chimney flues, windows, screens, fences, walls, decks, sheds, recreational structures, exterior light fixtures or any structure or part of that structure due to fading, peeling, cracking, blistering, rotting, staining, mildew, etc. must be repaired, including the replacement of any missing elements.
- j) All roof surfaces should be cleared of excessive accumulations of leaves, pine straw, limbs/twigs, etc. All roof gutters must be cleaned so that debris (leaves, pine straw, limbs, etc.) does not visibly accumulate and is visible, and so that pine seedlings or other volunteer plants do not begin to grow.

Section 11.01, Maintenance Required by Owner, continued

- k) Good property maintenance / management does NOT allow for the excessive storing/keeping of items in public view that may present a cluttered or messy appearance.
- l) All pools must be kept clean and in proper chemical balance and free of any stagnation by algae, debris or other such matter that will lead to mosquito infestation.
- m) Any issues NOT listed above that the DDRC determines does not meet good property maintenance / management standards shall be reviewed on a case-by-case basis.

Section 11.03, Landscape Restrictions

- No tree having a diameter of four (4") inches or more (measured from a point two (2') feet above ground level) shall be removed (cut down) from any Lot without the approval from HCA. Along with the monetary fine, a replacement planting plan may be required to be submitted to the DDRC for review and approval.

Section 11.05, Placement of Signs on Property

This Amendment is to replace the current/previous "Section 11.05, Placement of Signs on Property in the Harbison Covenant Enforcement & Schedule of Fines recorded in Richland County Register of Deeds Office at Book 2425, Page 1881 on September 4, 2020, and Lexington County Register of Deeds Office at Book 20833, Pages 2874-2882 on September 4, 2020.

Section 11.05, Placement of Signs on Property

In Section 11.05, Placement of Signs on Property, the phrase "No sign or other advertising devise of any nature" includes flags of any size, type, or materials as determined by the Harbison Design Development Review Committee and the Harbison Board of Directors. As such, the Replacement Clarification to **Section 11.05** is:

- **General Prohibition of Signs/Flags.** No signs/flags shall be permitted to be displayed in any Owner's yard, window, or on any other surface or location that is visible from the street or from other Properties, except for the following:

- a) United States flag. In recognition of the Freedom to Display, The American Flag Act, 4 U.S.C. § 5 (2006), the United States flag may be displayed at any and all times. However, size of the flag may not exceed 4 ½ ft. x 6 ft. The U.S. flag may not be displayed in any disrespectful, vulgar, or other inappropriate manner. Residents who wish to display the U.S. flag shall do so in accordance with 4 U.S.C. § 7 (2006), "Position and manner of display," and 4 U.S.C. § 8 (2006), "Respect for flag."
- b) Yard/Garage Sale signs/flags are allowed but only one (1) at the event's property and one (1) at the nearest cross-street. Yard/Garage Sale signs/flags may only be put up one (1) day before the date of the event and MUST be removed by the end of the day of the event.
- c) Political / Campaign. One (1) temporary political sign per candidate or issue may be displayed on a Property, visible from the street or from other Properties. Such political / Campaign sign may display only the politician's name and party affiliation and possibly his/hers contact information and be displayed no more than thirty (30) days prior to that candidate's or proposition's election, run-off election, primary, or referendum. Such Political / Campaign signs may not exceed 18" x 24". All political signs must be removed within seven (7) days after that candidate's or proposition's election, run-off, primary, or referendum. The location of this type of sign(s) must be set back from any road right-of-way a minimum of fifteen (15').
- d) Schools and sports teams. Flags reflecting the name, logo and colors of schools and sports teams may be displayed at any and all times. However, size of the flag may not exceed 4 ½ ft. x 6 ft.
- e) Seasonal or holiday. Portable and/or removable seasonal and/or holiday flags not exceeding 4 ½ ft. x 6 ft. may be displayed in accordance with the appropriate season or holiday. Seasonal or holidays flags are defined as representation of any recognized season (winter, spring, summer, or fall) and any federally recognized holiday (Thanksgiving, Christmas, Easter, etc.) Seasonal flags must be removed within seven (7) days of the changing of the season. Holiday flags shall be installed not before fourteen (14) days prior to the holiday and must be removed no later than fourteen (14) days after the holiday, except for Christmas. Christmas flags may be displayed from the day after Thanksgiving until fourteen (14) days after Christmas day.

The following sign(s)/flag(s) are explicitly PROHIBITED:

- f) No offensive or inappropriate sign(s)/flag(s) shall be displayed at any time. Any verbiage, pictures, or symbols implicating, referencing, or relating to race, creed, religion, sex, etc. shall be considered offensive and/or inappropriate, but a sign(s)/flag(s) may also be considered offensive and/or inappropriate for other reasons as well such as, NO offensive or inappropriate sign(s)/flag(s) shall be displayed at any time with any inferring or disguised or deceitful verbiage, pictures, or symbols implicating, referencing, or relating to race, creed, religion, sex, politics, issued-oriented, etc., or recognizable or capable of reasonable interpretation by the Harbison Community property owners as being profane, derogatory, inflammatory, inciteful, critical, insulting, demeaning or derisive toward any person, group, culture, philosophy or viewpoint, shall be considered offensive and/or inappropriate. This enumeration is not exclusive or all-encompassing, and thus sign(s)/flag(s) may be considered offensive and/or inappropriate for other reasons as well.
- g) Any other sign(s)/flag(s) not meeting the criteria set forth herein must be approved in advance by a Committee appointed by the HCA Board of Directors. Final determination and ruling on whether any sign(s)/flag(s) is/are allowed or prohibited, including but not limited what is or is not a sign(s)/flag(s), and what constitutes an offensive or inappropriate sign(s)/flag(s), will be determined solely by a Committee appointed by the HCA Board of Directors. Additionally, determination as to the number of sign(s)/flag(s) permitted on any one property shall be at the sole discretion of the Committee appointed by the Board of Directors.
- Any signs or flags displayed hereafter that does NOT meet the criteria set forth herein shall constitute a property owner's violation of this Replacement Clarification to **Section 11.05**, Placement of Signs in the Harbison Covenants. Such violation, if not remedied in the allotted number of days will be assessed a Fine of \$50.00 per day until the violation is remedied.
 - This Replacement Clarification to **Section 11.05**, Placement of Signs on Property in the Harbison Covenants shall become effective and enforceable upon approval by the Harbison Board of Directors. Any Property NOT in compliance with this Clarification at the time of Adoption shall be granted seven days to correct any matter that is/are not in compliance.

- The Committee shall be comprised of five members as follows; one HCA Board Member (on a rotating basis), the Executive Director, one member of the DDRC, and two residential property owners that are selected by the HCA Board of solicited volunteering residential property owners. The Committee (title of Committee unknown at this time) shall meet on an “on-call” basis and review sign(s)/flag(s) submission(s) on a case-by-case basis.

Section 11.07, Disposition of Trash and Other Debris

- a) No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any lot unless screened from public view.
- b) No burning of any trash and no accumulation or storage of litter or trash of any kind shall be permitted on any lot.

Section 11.07, Disposition of Trash and Other Debris, continued

- c) Items for disposal, such as, but not limited to, furniture, rugs, mattresses, appliances, clothing, electronic equipment, etc. are to be placed **ONLY** at curb-side and **ONLY** on the day of prearranged pick-up.
- d) Roll carts (either trash or recycling) may **ONLY** be placed curb-side and **ONLY** on the evening before the scheduled pickup day and **MUST** be removed from curb-side the evening of the scheduled pickup day. On all other days, the roll carts must be kept fully out of sight. In instances where lot conditions make it impossible to keep roll carts fully out of sight, reasonable effort **MUST** be made to reduce their visibility from surrounding properties. **IN NO EVENT**, shall the containers be stored in the front yard (extended to the side property lines) of the property.

Section 11.12, Trailer Parking

- No trailer, trailer house, recreational vehicle, mobile home, or boat shall be openly stored in the front yard (extended to the side property lines) of the property. Temporary standing or parking of a trailer, boat, or trailer house, recreation vehicle, or mobile home for short periods preparatory to taking same to some other location for use or storage is permitted. The extent of the “temporary” or “short periods” shall NOT exceed 48 hours.

Section 12.02, Restrictions for Residential Lots

- a) No profession or home industry shall be conducted/operated in or on any part of any residential property without the specific written approval of the DDRC. No related increase of traffic and/or parking is allowed. No related sign(s) are allowed.
- b) The prohibition against conducting a profession or home industry in or on any part of a residential property includes the regular/routine parking or storage of commercial type vehicles or trailers on a lot.

Betty Brooks
Community Resource Director, HCA
July 17, 2021

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RESTRICTION MODIFICATION
Rec: \$25.00 Cnty: \$0.00 State: \$0.00
July 12, 2021 03:23:03 PM
FILED IN LEXINGTON COUNTY, SC

Tina Quarry



Harbison Community Association
106 Hillpine Road
Columbia, SC 29212-2408
803-781-2281
FAX 803-781-9753

July 8, 2021

Register of Deeds Office:

The Harbison Community Association Board of Directors at its June 29, 2021 Board Meeting approved a second amendment to the Harbison Covenant Enforcement & Fine Schedule last recorded in Richland County Register of Deeds Office at Book 2425, Page 1881 on September 4, 2019 and Lexington County Register of Deeds Office at Book 20833, Pages 2874-2882 on September 4, 2019.

Pursuant to SC Code 27-30-130 (A) (1) & (2) & (B) (2) and the "Harbison Declaration of Covenants, Restrictions, Easements, Charges and Liens for Harbison" recorded in Richland County, January 4, 2019 in Deed Book 2362 at Page 3537 and also in Lexington County, January 3, 2019 in Deed Book 20509 at Page 139;

The undersigned certifies that the attached second amendment to the "Harbison Covenant Enforcement & Fine Schedule" is a portion of the rules and regulations of the Harbison Community Association, Inc.

HARBISON COMMUNITY ASSOCIATION, INC.

BY: David R. Grove
ITS: Executive Director

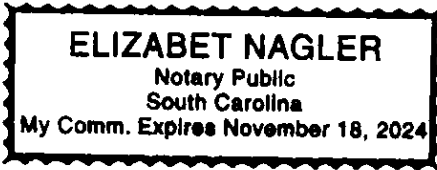
Attachment: Harbison Covenant Enforcement & Fine Schedule – Amended June 29, 2021

WITNESS:
Raymond L. Cloutier

WITNESS:
Betty Brooks

SWORN TO BEFORE ME
This 8th Day of July 2021

ELIZABET A. NAGLER



Notary Public for South Carolina
My Commission Expires: Nov 18 2024