

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF SPARTANBURG)

**DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
OF RIVERMILL PLACE**

THIS DECLARATION is made this day of 26, May, 2026, by RIVERMILL PLACE HOMEOWNERS ASSOCIATION, INC., (hereinafter referred to as Association) and supersedes any and all previous documents of Declaration of Protective Covenants, Conditions, Restrictions and Easements of Rivermill Place, expressly one described upon plats entitled "Rivermill Place" as recorded in the Plat Books RMC Office of Spartanburg County, S.C. recorded in Spartanburg County, January 20, 1998.

WITNESETH:

WHEREAS, Rivermill Place is a residential community, and the Association desires to provide for the preservation of values and amenities of said community and for the maintenance of common facilities and, to these ends, all of the lots of Rivermill Place as shown on the above plats to be within Protective Covenants, Conditions, Restrictions, Easements, charges and liens (herein referred to as Covenants and/or Restrictions) for the benefit of each and every owner in Rivermill Place (hereinafter referred to as Owner), and,

WHEREAS, the Association is assigned the powers of maintaining and administering common facilities and administering and enforcing the Covenants and Restrictions and collecting and disbursing the assessments and charges hereafter created, and,

WHEREAS, the Association shall have officers consisting of President, Vice President, Secretary and Treasurer (hereinafter referred to as Officers) elected at the Annual Meeting of the Association for a term of one (1) year by a majority vote of Owners present and voting according to the voting requirements of these COVENANTS plus authorized written proxy votes both signed and dated or electronically transmitted for the Annual Meeting. The President shall appoint, at his discretion, up to five (5) Directors-at-Large to serve with the Officers as voting members of the Association (hereinafter referred to as Board). The total number of Officers and Directors-at-Large will be an uneven number. Officers will manage the daily affairs of the Association and represent the interests of Owners. The Board may appoint committees to represent the Association on specific topics. Should any Officer resign during their tenure, the President shall appoint an interim replacement for the balance of that term. Should the President be unable to make said appointment, then the Vice President shall have the authority to make such appointment. Officer and Board members shall be limited to one (1) person per household.



NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the mutual benefits and advantages to the Association and to future property owners of lots shown on the above plats, the Association does hereby change and impose upon Rivermill Place the following covenants, conditions, restrictions, easements, charges and liens, which supersedes any and all such previous ones, which shall bind the Owners, their successors and assigns, and future owners of said lots, the respective heirs and assigns:

1. **SINGLE FAMILY RESIDENTIAL USE.** No lot shall be used except for private, single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) attached single-family dwelling, not to exceed two (2) stories in height. An outbuilding is permitted behind the dwelling provided it is approved by the Architectural Review Committee (hereafter referred to as ARC) prior to installation.
2. **MINIMUM HEATED AREA.** No dwelling shall be erected on any lot having less than two (2) bedrooms and no less than one thousand six hundred fifty (1,650) square feet of heated floor area, and a two-car garage. In the event of a catastrophic loss of the dwelling, Owner may reconstruct a dwelling at the same square footage, or larger, of heated floor area, and a garage as originally constructed provided the dwelling meets the other provisions of these Covenants. Upon written request, the Board retains the right to adjust for unique circumstances.
3. **BUILDING SETBACK LINES.** No building or portion of a building, including stoops, verandas, steps and porches shall be located on a lot nearer the front property line or nearer the side or street property line of the lot than the setback line(s) shown for such lot on the plat of Rivermill Place referred to in the deed to such lot.
4. **SEWER EASEMENTS.** Certain lots are subject to an easement and right-of-way for sanitary sewer proposes the total width of the sewer easement is twenty-five (25') feet, consisting of twelve and one-half (12 1/2') feet on each side of the sewer line and shall be shown on a plat of Rivermill Place. Any portion of a lot subject to a sewer easement is for the installation, maintenance and repair of the sanitary sewer line and/or manhole, and Owner shall not build permanent above-ground improvements upon said easement or do any other act or deed which would interfere with or interrupt the use of the easement for sanitary sewer line purposes.
5. **BUILDING PLANS AND MATERIALS.** All dwellings shall have the exterior of brick or masonry on the front elevation and both sides of the building with commonality of color and trim, and this shall be effective from the effective date of this document. Prior to commencing any construction, Owner shall receive the prior, written approval of all building plans and siding from the ARC. The minimum roof pitch shall be 8/12 on the front of the dwelling and roofs shall be covered by architectural shingles.

6. **TRAILERS AND MOBILE HOMES PROHIBITED.** Trailers and mobile homes, including typical double-wide mobile homes, are absolutely prohibited.
7. **DRIVEWAYS.** All driveways shall be constructed of concrete and shall be maintained by Owner in a good state of repair and suitable appearance. Where driveways from a lot intersect with the public street, said driveway will abut the existing "rolled" curb, thereby keeping the "rolled" curb intact and undamaged.
8. **SWIMMING POOLS.** There shall be no above ground swimming pools located on any lot. Owner shall receive the prior, written approval of the ARC to install an inground pool.
9. **YARDS.** All yards shall be completely sodded, front, side and rear. The ARC may approve the mutual request of Owners with adjoining property to lay attractive stone or steppingstones along the sides of their dwellings between the front and rear of the dwellings where shade would typically hinder grass from growing. The ARC may approve of leaving any wooded area natural.
10. **LOT SUITABLE FOR CONSTRUCTION.** All future owners shall be responsible for determining the suitability of a lot for construction.
11. **GENERAL EASEMENTS.** The prior developers of Rivermill Place reserved an easement in each lot for the installation, maintenance and repair of utilities, sewer lines, and/or storm drainage facilities. All utility service lines, including cable television, telephone, gas, electric or other utility from streets shall be installed underground to any dwelling or other structure located upon a lot.
12. **SEWAGE.** All sewage shall be disposed of through the sanitary sewer line collection lines located within the subdivision and owned by the Spartanburg Sanitary Sewer District, and all connections to such line shall be made only with the written approval of the Spartanburg Sanitary Sewer District in accordance with its rules and regulations.
13. **FENCING.** Each Owner has the right to install a fence on the sidelines or rear lines of the lot; said fence or fences cannot extend beyond the rear corners of Owner's dwelling. Provided, however, Owner shall obtain the written approval of the ARC prior to painting or staining of the fence.
14. **BUSINESS ACTIVITIES PROHIBITED.** No commercial operations, business operations, manufacture or production shall be permitted upon any lot. The selling, showing or marketing from a lot of any kind of goods, products or apparel is expressly prohibited.

15. NUISANCES AND OFFENSIVE ACTIVITIES. No nuisance or other noxious, offensive, unsightly or unsanitary activity or condition shall be conducted upon any lot or allowed to exist on any lot or the adjoining street or streets. This includes operating any vehicle commonly referred to as an all-terrain vehicle.

16. PARKING OF BOATS AND RECREATIONAL VEHICLES. No recreational vehicle, camping trailer, boat trailer or other similar recreational vehicle or other device or equipment shall be permitted to stand on the front portion of any lot. No inoperable motor vehicle, wrecked vehicle or motor vehicle not currently licensed shall be parked in the street right of way or be kept on any lot in the subdivision unless stored in an enclosed garage. No buses, trucks or trailers other than pick-up trucks not to exceed three-quarter (3/4) ton in size, shall be parked on a lot or in the street right-of-way, except for loading and unloading. Furthermore, no portion of a lot shall be used for the operation of any motorized vehicles such as motorcycles, mini-bikes, go-carts, all terrain or similar vehicles. Those who use such vehicles shall store them in the garage.

16.1 PARKING AND SPEED RESTRICTIONS. ALL VEHICLES SHALL COMPLY WITH SOUTH CAROLINA CODE OF LAWS, SECTION 56-5-2510, which states in pertinent part as follows:

a. No person shall stop, park, or leave a standing vehicle, whether attended or unattended, upon the roadway outside a residential district when it is practicable to stop, park, or leave the vehicle off the roadway. An unobstructed width of the highway opposite a standing vehicle must be left for free passage of other vehicles and a clear view of the stopped vehicle must be available from a distance of two hundred (200) feet in either direction upon the highway.

i. Vehicle parking on the street right of way of Hidden Ridge Drive is **strictly** for loading and unloading **ONLY**, otherwise it shall be prohibited unless driveway space is not available. Driveway space is defined as the concrete area connecting a homeowner's property between the garage and Hidden Ridge Drive.

ii. Habitual parking is defined as parking that continues upon the street right of way of Hidden Ridge Drive for periods of time that exceed a reasonable period for loading or unloading, plus overnight parking monitored by security cameras. shall after notice via email or certified letter, shall be considered a violation of the Covenants and subject to fines as listed in Section 34 herein.

iii. Any other on-street parking shall not create a hazard or impede the free-flow of traffic on Hidden Ridge Drive, this includes NO parking across from another driveway and NO parking within fifteen feet of a fire hydrant as stated in South Carolina code of laws section 56-5-2530.

b. A speed limit of twenty (20) miles per hour shall be enforced on all streets within Rivermill Place.

17. RECREATIONAL EQUIPMENT. Swing sets, basketball goals, sandboxes, gym sets and such similar devices or structures primarily for recreational use and enjoyment must be located on the rear portion of a lot. No additional concrete or asphalt pad may be poured from the back corner of the dwelling to the front property line.

18. ANIMALS. No domestic fowl, cows, hogs, mules, wild animals or any other farm-type animals shall be kept on any lot at any time, provided, household pets, such as cats and dogs, may be kept on a lot, provided such pets, shall not exceed a total of three (3) in number AND provided further that the owner thereof shall be responsible for the control and conduct of household pets so that they are not an annoyance, hindrance or nuisance to others. Written request for any additional animal may be submitted with complete description to the Board for consideration.

19. TRASH RECEPTACLES. All receptacles for trash and garbage shall be kept within a fenced or enclosed area and hidden from public view and the view of adjoining property. Trash receptacles shall be placed at the curb the night before the day of trash pickup and shall be removed the same day as the trash pickup.

20. CLOTHESLINE. All clotheslines and poles shall be installed on the rear portion of a lot and not visible from the street(s).

21. SCREENING OR YARD EQUIPMENT Lawnmowers or other lawn maintenance equipment shall be kept in a screened or an enclosed area so as to not be visible from any street or adjoining property.

22. ONLY TELEVISION ANTENNA AND SATELLITE DISHES are permitted and shall be attached to the SIDE or BACK of the dwelling away from the front elevation; however, in this single exception, existing television antenna and satellite dishes shall be grandfathered in at Owner's discretion.

23. SOLAR PANELS. Solar panels may only be installed on the backside of a dwelling and shall not be visible from the street.

24. COMPLETION OF IMPROVEMENTS. All dwellings and other structures related thereto shall be completed within twelve (12) months after the commencement of construction, except where such completion is impossible due to strikes, fires, national emergencies or other

natural calamities.

25. **COVENANT OF GOOD APPEARANCE AND REPAIR.** Each Owner shall maintain his lot and the exterior of all improvements in good appearance and repair in commonality of existing dwellings in Rivermill Place in order to assure that no condition exists, which would diminish the good appearance or curb appeal of the property. Every owner of a vacant or unimproved lot shall keep such lot free of debris and unsightly underbrush, weed or other unsightly vegetation. In the event that an Owner shall fail to maintain a lot in a good state of repair and appearance, the Association or their agents or employees, shall have the right to maintain the same and charge the cost thereof to the Owner, but no work shall be done without due and proper notice to the Owner and an allowance of at least thirty (30) days to correct specified deficiencies. In the event the Owner or owners of a lot shall fail to pay such charges within thirty (30) days of billing, same may be collected in the same manner and under the same terms as Assessments set forth in Paragraph 33G. THE BUILDER, THE ASSOCIATION ALONG WITH ANY OF THE RESPECTIVE DIRECTORS, OFFICERS, AGENTS, EMPLOYEES OR MEMBERS SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OCCASIONED BY ANY NON-NEGLIGENT ACT OR OMISSION IN THE INSPECTION, REPAIR OR MAINTENANCE OF ANY SITE, IMPROVEMENTS OR PORTION THEREOF.
26. **DECORATIVE ACCESSORIES ON THE FRONT OF THE PROPERTY.** The front yard of each lot shall be properly maintained in keeping with a residential environment. Temporary holiday decorations shall NOT be displayed earlier than the first day of the month, in which the holiday occurs and shall be removed within ten (10) days after the holiday.
27. **SIGNS.** No signboard or other signs of any kind shall be displayed on any lot except a single "FOR SALE", or a single "FOR RENT" sign. No sign shall be more than thirty inches (30") by thirty inches (30") in size. The area along each side of the Rivermill Place entrance identified as sign easements on said plats shall be exempt from this provision.
28. **STREET LIGHTING.** Street lighting shall be installed by the Association, the cost and expense of operation will be that of the Association and paid by the Homeowners' assessment.
29. **MAINTENANCE OF STREET RIGHT OF WAY.** Owners shall be responsible for the planting and maintenance of the area from the property line to the edge of the pavement or curb of the street or street upon which said lot abuts.
30. **FIREWORKS.** Shooting of fireworks of any kind, and the storage thereof, are prohibited unless carried out in conjunction with a supervised activity of the Association.

31. MAILBOXES. All mailboxes shall be of the same design in commonality with those throughout Rivermill Place at cost to each Owner. The cost of each mailbox will be paid by the Owner and will be due at the time of closing of each lot. It shall be the responsibility of the Owner to maintain all mailbox parts in good condition or replace these to be in commonality with our community.

32. RIVERMILL PLACE HOMEOWNERS' ASSOCIATION:

A. MEMBERSHIP. Every person or entity who is a recorded owner of a fee or undivided fee interest in any LOT which is subject by covenants of record to assessment by the Association shall be a member of the Association (hereinafter referred to as Member) provided that such person or entity, who holds such interest merely as a security for the performance of an obligation, shall not be a Member.

B. VOTING RIGHTS. Members shall be entitled to ONE (1) vote for each Lot in which there is an interest in. When more than one (1) person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than ONE (1) vote be cast with respect to any such Lot.

C. ANNUAL MEETING. There shall be at least one (1) meeting of the Association (hereinafter referred to as Annual Meeting) for the purpose of discussing Association business and electing Officers. The Annual Meeting shall be held no later than the end of the first quarter of each calendar year. At least thirty (30) days prior to the Annual Meeting, the Board shall notify Owners of the date, time and place of the Annual Meeting. The annual assessment shall be due beginning January first of each calendar year with late fees to be assessed beginning after the date of the Annual Meeting.

33. COVENANTS FOR MAINTENANCE ASSESSMENTS:

A. Creation of Lien and Personal Obligation of Assessments. The Builder for each lot owned by it within Rivermill Place, hereby covenants and each owner of any lot by acceptance of a deed to a lot within Rivermill Place, whether or not it shall be so expressed in such deed or other conveyance shall be deemed to covenant and agree to pay assessments to the Association, lots owned by the Builder shall be exempt from annual assessments until such time as a dwelling shall have been constructed thereon. Such exemption shall not affect the Builder's voting rights in the association.

B. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purposes of promoting the health, safety and welfare of the Owners and in particular shall be used for the payment of costs and expenses, including, but not limited to, the following:

- 1) For the payment of expenses related to the upkeep, maintenance and replacement of signs with Rivermill Place identifying the subdivision, containing street names or other safety signs, if any.
- 2) For the payment of services for any street lighting undertaken and accepted by the Association.
- 3) Expenses for the maintenance and upkeep of landscaped areas, including areas designated for sign easements and any other common area.
- 4) For any other purpose, cost or expense reasonably related to the performance of the duty and responsibility of the Association as determined by the Board in accordance with these restrictions.
- 5) For the maintenance, operation and upgrades, including but not limited to, the Rivermill Place website, the security cameras and cloud monitoring systems, as well as any other Member-approved enhancements.

C. Basis of Annual Assessments. Annual assessments are determined by the Board, currently established at \$200.00, and may change from year to year. Prior to the end of the current calendar year, Owners shall be notified of the amount of the annual assessment owed for the upcoming calendar year.

D. Special Assessments for Capital Improvements. In addition to the annual assessments authorized in Section 33.C herein, the Association may levy in any assessment calendar year a special assessment, applicable to that calendar year only, for the purposes of defraying, in whole or in part, the costs of any construction or reconstruction, unexpected repair or replacement of a described capital improvement, provided that any such assessment shall have the consent of a simple majority of the votes of each voting Member who is voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

E. Quorum for Any Action. The quorum required for any action shall be the number of Members present at a meeting duly called and convened.

F. Duties of the Board. The Board shall fix the date of any special assessment and at least thirty (30) days in advance of the due date of any assessment shall prepare a roster of the properties and assessments applicable thereto which shall be kept by the Secretary/Treasurer of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

G. Effect of Non-Payment of Assessments; the Personal Obligation of the Owner: If an Owner is unable to pay an assessment by the date such is due, then Owner shall make a written request to the Treasurer and/or President at least five (5) days prior to the due date of the assessment to request a grace period. A grace period may be extended thirty-one (31) days from the due date in that calendar year. If the assessments are not paid on the date when due then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, become a continuing lien on the property, which shall be such property in the hands of the then Owner to pay such assessments, however, shall remain his personal obligation for the statutory period. If the assessment is not paid within thirty-one (31) days after the due date, the assessment shall bear interest from the delinquency date at the rate of one and one-half percent (1.5%) per month (ANNUAL PERCENTAGE RATE 18%) from the delinquency date. The Association may bring an action at law against the Owner personally obligated to pay the same or an action to foreclose the lien against the property, and there shall be added to the amount such assessment, the interest thereon, as above provided, plus a reasonable attorney's fee and the cost of the action. Additionally, any Member delinquent for non-payment of assessments, fines, or liens, shall have membership voting rights suspended until any outstanding balance is paid and the Member remains in compliance with these Covenants.

H. Lien of Assessments is Subordinate to Recorded Mortgage. The lien of assessment provided for herein shall be subordinate to the lien of any mortgage now or hereinafter placed upon a lot subject to the assessment. The sale or transfer of a Lot shall not affect the assessment lien, provided, however, the sale or transfer of any Lot pursuant to mortgage foreclosures or any proceeding in lieu of foreclosure thereof, shall extinguish the such sale or transfer of any Lot pursuant to mortgage foreclosures or any proceeding in lieu of foreclosure therefore, shall extinguish the such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessment thereafter coming due or from the lien thereof. The Board reserves the right of disposition of a lien as it sees fit.

34. ENFORCEMENT BY HOMEOWNERS' ASSOCIATION. Except for approvals and rights expressly reserved herein unto the Association, the Association shall have the standing to enforce the restrictions within covenants and obligations in the same manner to include violation of any section of the Covenants of the Association dated 25 May 2026 with Register of Deeds Office including all future recorded amendments shall, after written request by email notification, and continued non-compliance be subject to a fine of \$50.00 (fifty) dollars per day

until such violation is in compliance with these Covenants. Demand for compliance to be forwarded via certified mail.

35. TERM OF ENFORCEMENT AND AMENDMENTS. These covenants, conditions, easements and restrictions shall be binding upon all future owners, their respective heirs, successors and assigns, and all parties claiming UNDER THEN UNTIL January 1, 2036, at which time the terms hereof shall be automatically extended for a successive period of ten (10) years thereafter, unless the then Owners owning at least two thirds (2/3) of the Lots in Rivermill Place agree in writing to terminate or change same. The terms and conditions of this instrument may be amended or changed only upon written agreement or transmitted electronically of the then Owners owning at least two thirds (2/3) of the Lots in Rivermill Place. NOTWITHSTANDING ANYTHING HEREIN TO THE RIGHT TO WAIVE, MODIFY OR CHANGE IN WRITING, ANY OF THE TERMS HEREON WITH RESPECT TO THE APPLICATION THEREOF TO A LOT BASED UPON SPECIAL, UNIQUE OR UNUSUAL CIRCUMSTANCES, BUT NO SUCH WAIVER, MODIFICATION OR CHANGE SHALL SUBSTANTIALLY AFFECT THE OVERALL PLAN OF DEVELOPMENT.

36. EFFECT OF COVENANTS AND ENFORCEMENT

A. Effect of Provisions of These Covenants. Each Owner, their successors, heirs and assigns, and all others who take an interest in land or realty within Rivermill Place do promise, covenant and undertake to comply with each provision of these covenants, which provisions:

- 1) shall be considered and deemed to be incorporated in each deed or other instrument by which any right, title or interest in any lot within Rivermill Place is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument;
- 2) shall, by virtue or acceptance of any right, title or interest in any lot by owner, be deemed accepted, ratified, adopted and declared as a personal covenant of such owner to, with and for the benefit of the Builder, the Association and all other Owners, their respective heirs, successors and assigns, and;
- 3) shall be deemed a real covenant by the Builder itself, its successors and assigns and an equitable servitude, running in each case, both as burdens and benefits with and upon the title to each lot within Rivermill Place.
- 4) shall be deemed a covenant, obligation and restriction secured by a lien binding, burdening and encumbering the title to each lot within Rivermill Place, which, with respect to any such loss shall be deemed a lien in favor of the Association.

B. Who May Enforce. The benefits and burdens of these covenants run with the land at law and in equity, and the Development and Association, their respective successors and assigns, and any owner, his heirs, successors, legal representatives, Personal Representatives and assigns shall have the right to proceed against any party in violation of these covenants and to compel a compliance to the terms hereof and to prevent the violation or breach in any event.

C. Against Whom May the Covenants be Enforced. The obligations and benefits prescribed by this instrument shall run with the property and shall be enforceable against any owner, his heirs, successors and assigns, or any other person whose activities bear a relation to the property.

D. RESTRICTIONS ON RENTALS, LEASING OR NON-OWNER OCCUPANCY OF PROPERTY. All future property sales, transfers, or exchanges shall be owner-occupied for a minimum of twelve (12) months from the date of the Owner's purchase of the Lot prior to the availability to rent, lease, or allow a non-owner to occupy the Lot subject to Paragraph 2 of this section. The maximum number of Lots available for rent, lease, or non-owner occupancy shall NOT exceed FIVE (5) Lots within Rivermill Place subdivision. Owners seeking to rent, lease, or offer non-owner occupancy of their Lot shall apply in writing and receive the written approval from the Board prior to renting, leasing, or allowing non-owner occupancy. All applications will be accepted on a first-come, first-serve basis. To ensure the accuracy of the number of approved rentals, leases, or non-owner occupied Lots, the Board shall maintain a list of said properties and, if necessary, create a waiting list for future rentals, leases, or non-owner occupancies. Failure by any Owner to comply shall be subject to Section 34 of these Covenants.

1) Any negotiations to rent, lease or offer non-owner occupancy by a qualifying Owner shall be solely between the Owner and the applicant and NOT the Association. This Covenant shall be NON-DISCRIMINATORY in any manner between the Owner, any applicant, and the Association.

2) Any proposed short-term rental, described as a period of ninety (90) days or less, shall be subject to the prior, written approval of the Board.

E. Enforcement Remedies. In addition to other enforcement rights mentioned herein, in the event that any structure is erected, constructed, reconstructed, altered, repaired, converted or maintained, or any structure or land use is in violation of these Covenants, the Association, or any Owner may institute appropriate legal proceedings or actions at law or in equity, including, but not limited to actions:

1) to prevent such unlawful erection, construction, reconstruction, alteration,

repair, conversion, maintenance or use;

2) to restrain, correct or abate such occupancy of any dwelling or land;

3) to prevent any act, conduct business or use which is in breach of these Covenants; or

4) to compel any affirmative act which, pursuant to these Covenants, "shall" be performed. Any action in equity hereunder for the enforcement hereof shall not be barred on the grounds that there may also exist an adequate remedy at law. The prevailing party in any action to enforce these restrictions shall also be entitled to reasonable attorney fees against the other property.

37. MISCELLANEOUS

A. No Waiver. Failure to enforce any provision or provisions of these Covenants for any period of time by the Association or any Owner shall not be deemed a waiver or estoppel of the right to enforce the same at any time thereafter.

B. Captions. The captions and headings in this instrument are for convenience only and shall not be considered as controlling in construing the provision hereof.

C. Board Authorization. All actions of the Association shall be authorized actions if approved by the Board in accordance with these COVENANTS, unless the terms of the instrument provide otherwise.

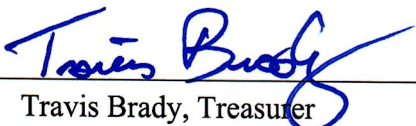
D. Gender, Tense, Number and Applicability of Definitions. When necessary for proper construction, the masculine form of any word used herein shall include the feminine or neuter gender, and the singular, the plural and vice versa and words used in the present tense shall include the future tense.

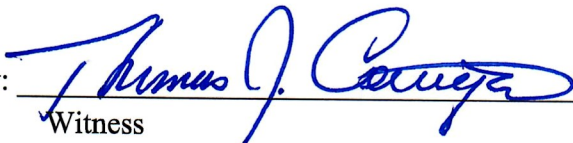
E. Savings Clause. If any provision or provisions of this instrument are found to be ineffective or unenforceable for any reason in the final judgment of any court having jurisdiction of this subject matter hereof, the remaining provisions hereof shall remain fully enforceable and binding upon the owners, their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 25 day of May, 2026.

RIVERMILL PLACE HOMEOWNERS ASSOCIATION, INC.

By: 
David McBride, President

By: 
Travis Brady, Treasurer

By: 
Witness

By: 
Witness

STATE OF SOUTH CAROLINA)

PROBATE

)

)

COUNTY OF SPARTANBURG)

Personally appeared the undersigned witness and made oath that (s)he saw the within named officers sign, seal, and as the officers act and deliver the within written Covenants, and that (s)he with other witnesses subscribed above, witnessed the execution thereof.

SWORN to before me this 25 day of May, 2026.

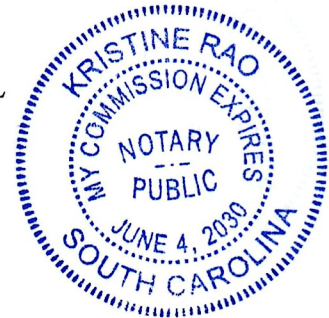
Kristine Rao

Printed Name: Kristine Rao

Notary Public for South Carolina

My Commission Expires: 6/4/2030

SEAL



SCHEDULE A

LEGAL DESCRIPTION

All that piece, parcel or lot of land, with improvements thereon, situate in the County of Spartanburg, State of South Carolina, and being shown and designated as Rivermill Place, Phase I, Section I, containing 3.36 acres, more or less, of the Rivermill Place Subdivision Plat, prepared for Millroad Property Inc., by Blackwood Associates, Inc., PLS, dated December 4, 1997 and recorded on January 28, 1998, in Plat Book 140, Page 266 in ROD Office for Spartanburg County.

AND that piece, parcel or lot of land, with improvements thereon, situate in the County of Spartanburg, State of South Carolina, and being shown and designated as Rivermill Place, Phase I, Section II, containing 8.14 acres, more or less, of the Rivermill Place Subdivision Plat, prepared for Millroad Property Inc., by Blackwood Associates Inc., PLS, dated May 25, 1998 and recorded June 3, 1998 in Plat Book 141, Page 479 in the ROD Office for Spartanburg County.

AND that piece, parcel or lot of land, with improvements thereon, situate in the County of Spartanburg, State of South Carolina, and being shown and designated as Rivermill Place, Phase II, containing 5.37 acres, more or less, of the Rivermill Place Phase II Plat, prepared for Rivermill Place Phase II, by Souther Land Surveying PLS, dated December 11, 2003 and recorded December 121, 2003 in Plat Book 155, Page 268 and revised April 16, 2004 by Plat recorded in Plat Book 155, Page 913, both recorded in the ROD Office for Spartanburg County.

Tax Map Numbers:

6-24-00-072.01	6-24-00-072.16	6-24-00-072.33	6-24-00-072.49	6-24-00-072.64	6-24-00-072.83
6-24-00-072.02	6-24-00-072.19	6-24-00-072.34	6-24-00-072.50	6-24-00-072.65	6-24-00-072.84
6-24-00-072.03	6-24-00-072.20	6-24-00-072.35	6-24-00-072.51	6-24-00-072.66	6-24-00-072.85
6-24-00-072.04	6-24-00-072.21	6-24-00-072.36	6-24-00-072.52	6-24-00-072.67	6-24-00-072.86
6-24-00-072.05	6-24-00-072.22	6-24-00-072.37	6-24-00-072.53	6-24-00-072.68	6-24-00-072.87
6-24-00-072.06	6-24-00-072.23	6-24-00-072.38	6-24-00-072.54	6-24-00-072.69	6-24-00-072.88
6-24-00-072.07	6-24-00-072.24	6-24-00-072.39	6-24-00-072.55	6-24-00-072.70	
6-24-00-072.08	6-24-00-072.25	6-24-00-072.41	6-24-00-072.56	6-24-00-072.71	
6-24-00-072.09	6-24-00-072.26	6-24-00-072.42	6-24-00-072.57	6-24-00-072.72	
6-24-00-072.10	6-24-00-072.27	6-24-00-072.43	6-24-00-072.58	6-24-00-072.73	
6-24-00-072.11	6-24-00-072.28	6-24-00-072.44	6-24-00-072.59	6-24-00-072.74	
6-24-00-072.12	6-24-00-072.29	6-24-00-072.45	6-24-00-072.60	6-24-00-072.75	
6-24-00-072.13	6-24-00-072.30	6-24-00-072.46	6-24-00-072.61	6-24-00-072.78	
6-24-00-072.14	6-24-00-072.31	6-24-00-072.47	6-24-00-072.62	6-24-00-072.81	
6-24-00-072.15	6-24-00-072.32	6-24-00-072.48	6-24-00-072.63	6-24-00-072.82	