

Lots 1-11 Dillon Street and Highway 11, Chesnee SC

STATE OF SOUTH CAROLINA) LAND USE RESTRICTIONS,
) PROTECTIVE COVENANTS
COUNTY OF CHEROKEE) AND BUILDING STANDARDS

WHEREAS, SCENIC ACRES, LLC., a South Carolina Limited Liability Company, hereinafter referred to as "DEVELOPER" is the owner of certain tracts of land, more specifically described as Lots 1-6 fronting on Dillon Street and Lots 7-11 fronting Highway 11 near Chesnee and being in Cherokee County, State of South Carolina near Cowpens National Park.

These lots are shown and designated on Two (2) individual plats prepared by Huskey & Huskey, PLS entitled: (a) Survey For Rocky Ridge Land Co., Inc., PLAT 3, dated July 21, 2014 and revised October 23, 2014 and (b) Survey For Rocky Ridge Land Co., Inc., PLAT 4, dated July 21, 2014 and revised October 23, 2014.

Plat 3 recorded November 4, 2014 in Volume 72 at page 1870 in the Office of Register of Deeds Office for Cherokee County.
Plat 4 recorded November 4, 2014 in Volume 72 at page 1871 in the Office of Register of Deeds Office for Cherokee County.

"DEVELOPER", as referred to herein shall mean the managing member of Scenic Acres, LLC or any future agent, agents or landowner(s) designated or appointed by the managing member to carry out the herein described responsibilities.

WHEREAS, The DEVELOPER has agreed to establish a general plan of development as herein set out to restrict the use of occupancy of the property for the protection of the property and the future owners thereof,

NOW, THEREFORE, IN CONSIDERATION OF THESE PREMISES, The DEVELOPER, agrees with any and all persons, firms or corporations hereinafter described that Lots 1-11 inclusively shall be and are hereby subject to the following Restrictions, Covenants and Standards relating to the use and occupancy thereof, which are to be construed as Land Use Restrictions, Protective Covenants and Building Standards running with the land comprising these lots hereinafter described and shall enure to the benefit of and be binding upon the successors and assigns of same owners, and all other persons and parties:

1. The property which is made subject to the conditions set forth herein is more particularly described as Lots Number 1-6 and 7-11 inclusive, on the within-described plats as recorded in the Register of Deeds Office for Cherokee County. Pending the recording of subsequent documentation to the contrary, no other property owned by the developer in this location shall be subject to these Restrictions, Covenants and Standards; provided however that Developer may choose to restrict any other such properties in any manner deemed suitable by developer at any future time.
2. Mobile and/or modular homes are permitted under the following conditions:
 - a. All Mobile Homes moved onto the property must have dimensions no smaller than 14'x60'.
 - b. All homes moved onto property must be in good condition and approval obtained in writing from the Developer or its designated agent prior to moving a home onto the property. ***Purchaser fully understands that should an unapproved home be moved onto the property without the written consent of the Developer or its agent, then legal action will be initiated to have the home removed from the property at the expense of the owner.***
 - c. Mobile Homes must be maintained in good repair and must be underpinned within 90 days of set-up.
 - d. Developer must approve the site location of the mobile home prior to set-up to insure that set-backs are observed.
4. No lot shall be used for purposes other than residential.

5. No noxious or offensive trade or activity shall be carried on upon these described lots, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants, animals, device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or that may diminish or destroy the enjoyment of other property in the neighborhood by the owners hereof. No roosters, exotic animals, swine, cattle, horses or goats are to be permitted on these lots. No single residence shall be permitted to have in excess of three (3) dogs over 8 weeks of age at any given time

6. No lot may be further subdivided without the written consent of the DEVELOPER. The placing of a dwelling on any lot so subdivided shall be at the sole discretion of the DEVELOPER; subject also to approval of the County or State Department of Health & Environmental Control.

7. Any buses, transfer tractors, transfer trailer, tractor-trailer combinations, boats, travel trailers and motor homes shall be parked to the rear of the dwelling . Variances will be considered.

8. Set - backs for dwelling and buildings are as follows: From the edge of Dillon Street Right-of-Way – 75 feet; From the side lot boundary lines – 20 feet; From the rear lot boundary – 50 feet. From the edge of Hwy. 11 Right-of-Way – 100 feet; Variances will be considered.

9. No junk or salvage automobiles are allowed on property at any time. No inoperable vehicles, or vehicles without a current license plate, are allowed on property unless stored in a garage or building.

10. Dog kennels and dog houses shall be kept and maintained in the rear of dwelling and out of view of the front lot line.

11. All sewage disposal shall be by septic tank installed with the approval of the County or State Board of Health and Environmental Control.

12. All driveway encroachments shall be installed at the direction of the South Carolina Dept. of Transportation. Both Dillon Street and SC Hwy 11 are state highways

13. A utility and storm drainage easement of five (5) feet from each side, front and rear lot line, as shown on the within-described plat shall be allowed on each property line; and no buildings shall be constructed on the utility easement unless specifically approved in writing by the DEVELOPER.

14. These restrictions shall be enforceable by any individual or entity currently owning an equitable interest in the within described Lots 1-11 inclusively.

15. Invalidation of any one of these covenants by judgment or Court Order shall in no wise effect any of the other provisions, which shall remain in full force and effect.

16. The restrictions, covenants and standards contained herein are to run with the land and shall be binding on all parties and all persons claiming under the grantors until January 1, 2035, at which time said restrictions, covenants and standards shall terminate unless the majority of all the lot owners in the subdivision shall agree in writing at least thirty (30) days prior to January 1, 2035, to extend the time of said restrictions, covenants and standards.