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such dwelling house shall be used for residential purposes only.

2. No dwelling house with less than 2200 square feet of heated enclosed, livable floor space, which shall not include garages, porches, basements, or breezeways, shall be constructed on any lot. In any house of 1½ or more stories, the main floor shall contain a minimum of 1800 square feet of enclosed, livable floor space, as above defined. Concrete blocks shall not be used in the construction of any house unless the outside walls are faced with brick, or stucco work.
3. No more than one dwelling house may be built on any one lot in the development. This restriction will not preclude subdivision or re-subdivision of lots where the resulting lot on which a house will be situated has a minimum area of 9/10 of acre. L. P. Pitts, his heirs and assigns, expressly reserves the right to sell and convey any part of any lot in connection with and merging with any adjoining lot so as to create one or more lots of at least 9/10 acre.
4. No residence or structure of any kind of what is commonly known as "boxed" or "sheet metal" construction shall be built in the development, unless the same shall be covered over on all its outside walls with brick or wood siding.
5. No trailer, tent, shack, or garage or other outbuilding erected in the development shall at any time be used as a residence, temporarily or permanently, nor

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shall any structure of a temporary character be used as a residence.

6. No building shall be located nearer the front of any lot than the building line mentioned in the Contract of Sale or Deed relating to such lot or shown on recorded plat of the subdivision, nor nearer the side line than 20 feet.
 - (a) No garage or carport which opens to face a street is permitted.
7. No building shall be erected on any lot until the design and location thereof have been approved in writing by L.P. Pitts, his heirs, assigns, or nominee. In the event, however, that L.P. Pitts, his heirs, assigns or nominee fail to approve or disapprove such design or location within 30 days after submission, approval will not be required.
8. All land between the street and set back line shall be used solely for lawns, landscaping, driveways, and walks; no fences shall be located closer than 12 feet to any street.
9. No chain link fence shall be erected on any lot so as to be visible from any street or from any property other than the lot on which it is situated. No fence of any height greater than 4 feet shall be constructed on any lot between the set back line and the street or streets which it fronts. Other kinds of fences may be constructed provided that their design, height and location shall be in harmony with existing structures and land topography.
10. No manufacturing or commercial enterprises or enterprises of any kind for profit shall be maintained on,

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- in front of, or in connection with the property above described, nor shall any lot be used for any purpose that, as a matter of common experience, tends to create a nuisance.
11. All garbage or trash containers shall be underground or placed in screened areas. Clothes lines shall be located in screened areas which are not visible from the street or other properties. Unsightly growths or unkempt premises shall authorize L.P. Pitts, his heirs, assigns, or nominee to enter such premises and correct the offending matters at the expense of the owner of the property.
 12. Sewage shall be disposed of in septic tanks which meet the approval of the South Carolina Board of Health. In the event that a sewage disposal facility is available at the time of construction of any dwelling, such facility shall be used. This restriction shall not be construed to imply responsibility on the part of L.P. Pitts to furnish such service or to extend same to other property owners.
 13. In the interest of health and sanitation, and so that the land above described and all other land in the same locality may be benefited by a decrease in the hazards of air and stream pollution and by the protection of water supplies, recreation, wild life, and other public uses thereof, property owners will not use the above described property in any manner or for any purpose that would result in the pollution of the air, or any waterway that flows through or adjacent to

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such property by open air burning, refuse, sewage, or other material that might tend to pollute the air, or water of any such stream or streams or otherwise impair the ecological balance of the surrounding lands.

14. No animals, livestock, or poultry of any kind shall be bred, raised or kept on any lot, except that dogs, cats and other household pets may be kept provided that they are not bred or maintained for any commercial purposes, and provided further that they are kept on the owner's premises.
15. No automobiles with conspicuous advertising, campers, commercial vehicles or vehicles of any type whose capacity exceeds 1/2 ton shall be parked on any lot, driveway or open carport between 6:00 p.m. and 7:00 a.m. any day of the week or at any time of the day or night on Sunday. An owner using any such vehicle must garage same. No inoperable or unlicensed automobiles, boats or campers may be parked forward of the back line of the dwelling unless screened from the street and adjoining properties.
16. L.P. Pitts reserves to himself and his heirs and assigns for the use of the property shown on said recorded plat, an easement along side and rear lot lines on each lot shown on the recorded plat for the construction, maintenance, replacement, removal and extension of underground electric, telephone, water, sewage and other utility service lines. Said easement shall be 14' wide 7' on each side of common lot lines. In the event of resubdivision of a lot or lots said easement shall extend along the

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resulting new lot lines in lieu of extending along original lot lines as shown on plat provided that the easement for any utility line in place at the time of any such resubdivision shall continue in addition to the easement or easements along new lot lines thus created. The term utility lines shall be construed to include necessary manholes in connection with any sewage collection installation and necessary transformers or other equipment which good engineering practices require placing above ground in relation to underground utility installations. Drainage easement are also reserved within the same bounds.

17. In the event that street lighting is provided, owners shall share proportionately in operation and maintenance of same.
18. All dwellings shall connect to the public water supply and there shall be no wells in the subdivision.
19. Each and all of the covenants, conditions, and restrictions contained herein shall be deemed and construed to be continuing; no waiver of a breach of any of the covenants, conditions or restrictions herein contained shall be construed to be a waiver of any other breach of the same, or other covenants, conditions or restrictions be construed as a waiver of any other restriction or condition.
20. Invalidation of any one or more of these covenants and restrictions shall in no wise affect any of the other covenants and restrictions, and they shall remain in

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full force and effect.

21. The above identified recorded plat includes lots without dimensions. Said lots are shown as proposed for subdivision. The owner reserves the right to relocate streets or to decline to open streets on said plat except such streets or segments thereof as abut lots which have dimensions shown on the plat. Subject to such reservation with respect to streets and to the right of the owner to resubdivide lots as above mentioned, these restrictive covenants apply to all property on said plat, including the area shown on said plat as lots without dimensions.

22. These covenants, restrictions and conditions shall continue in full force and effect until February 15, 1993, and shall thereafter be automatically extended for successive periods of 10 years each, unless by a duly executed and recorded instrument the then owners of fifty percent or more of the lots in the development, as shown on the recorded plat, elect to terminate or amend the restrictions in whole or in part.

IN WITNESS WHEREOF, L.P. Pitts, has hereunto set his hand and seal this 24 day of August, 1973.

WITNESSES: Jana S. [Signature] L. Paul Pitts (SEAL)
L. PAUL PITTS

Frank A. Lyles

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG) PROBATE

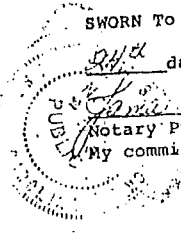
Personally appeared before me Frank A. Lyles

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who, being duly sworn, says that (s)he saw L. PAUL PITTS sign,
execute and deliver the within written instrument, and that (s)he,
with Jana S. Klimiak, witnessed the execution thereof.

Jana S. Klimiak

SWORN To before me this
24th day of August, 1973.



Jana S. Klimiak (SEAL)
Notary Public for South Carolina
My commission expires: 3-23-83

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STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG) AMENDMENT TO RESTRICTIVE COVENANTS

SPARTANBURG, S.C.
WHEREAS, L.P. Bitts heretofore imposed certain Restrictive Covenants for the benefit of a residential development of Twin Lakes Subdivision which Restrictive Covenants are recorded in Deed Book 41-F at page 472, R.M.C. Office for Spartanburg County; and

WHEREAS, paragraph 18 now provides:

"All dwellings shall connect to the public water supply and there shall be no wells in the subdivision.";

and

WHEREAS, it is now technically feasible and desireable to install a heating and/or cooling system for a dwelling utilizing the heating and cooling properties of subterranean water; and

WHEREAS, an amendment to the said paragraph 18 of the Restrictive Covenants is now desireable and reasonable in order that owners of property in Twin Lakes Subdivision might install such heating and/or cooling systems;

NOW, THEREFORE, paragraph 18 of the Restrictive Covenants recorded in Deed Book 41-F at page 472 is hereby amended to read as follows:

"All dwellings shall connect to the public water supply for the purpose of obtaining potable water for drinking, cooking and other household uses. No wells shall be permitted in the subdivision for the purposes of obtaining potable water for household use; however, wells shall be permitted for the purpose of obtaining subterranean water for heating and/or cooling systems installed in a dwelling. Any well installed for this purpose shall be screened so as not to be visible from any street or adjacent lot." Further, no part of well shall be visible above ground.

Witness the hands and seals of the undersigned owners of lots in Twin Lakes Subdivision this 24 day of December, 1980.

WITNESSED:

<u>Carl W. Hughey</u>	<u>Victor B. Taylor</u>
<u>Barbara M. Taylor</u>	<u>Victor</u>
<u>Nancy B. Allen</u>	<u>L. P. Bitts</u>
<u>Carl W. Hughey</u>	<u>(32)</u>
<u>Sumner Bitts</u>	<u>Sumner Bitts</u>
<u>Carl W. Hughey</u>	<u>Sumner Bitts</u>
<u>Carl W. Hughey</u>	<u>Sumner Bitts</u>
<u>Carl W. Hughey</u>	<u>Sumner Bitts</u>

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RECORDED
 1978 JAN 13 AM 10:07
 STATE OF SOUTH CAROLINA) AMENDMENT TO RESTRICTIVE COVENANTS
 COUNTY OF SPARTANBURG) R.M.C.
 SPARTANBURG, S.C.

WHEREAS, L.P. PITTS restricted certain properties in Twin Lakes Subdivision shown on a plat recorded in Plat Book 71 at Pages 512 through 513 with Restrictive Covenants recorded in Deed Book 41-F at Page 472 as amended in Deed Book 41-G at Page 797;

WHEREAS, the Secretary of Housing and Urban Development, acting by and through the Administrator of the Interstate Land Sales Registration Act, has required that the Restrictions and protective covenants be amended to comply with Federal policies and regulations;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT:

Item 3 is amended to read as follows: No more than one dwelling house may be built on any one lot in the development. This Restriction will not preclude subdivision or re-subdivision of lots where the resulting lot on which a house will be situated has a minimum area of nine-tenths of an acre.

Item 7 is amended to read as follows: No building shall be erected on any lot until the design and location thereof have been approved in writing by the Twin Lakes Club of Spartanburg, Inc. In the event, however, that the Twin Lakes Club of Spartanburg, Inc. shall fail to approve or disapprove such design or location within thirty (30) days after submission, approval shall not be required.

Item 11 is amended to read as follows: All garbage and trash containers shall be underground or placed in screened areas. Clothes lines shall be located in screened areas which are not visible from the street or other properties.

Item 21 is deleted in its entirety.

IN WITNESS WHEREOF, L.P. PITTS has hereunto set his hand and seal this 3rd day of January, 1978.

WITNESSES:

Philip L. Pitts L.P. PITTS
Frank M. Muth L.P. PITTS