

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

RESTRICTIVE COVENANTS
FOR
WHITE SPRINGS

WHEREAS, T.B. Lee, Jr. and George I. Wike, Jr., hereinafter referred to as Owner" is the owner of all the certain real estate in Spartanburg County, South Carolina being shown and designated on the plat recorded in the RMC Office for Spartanburg County, South Carolina in Plat Book , Page

WITNESSETH

WHEREAS, Owner wishes to provide for a quality rural residential neighborhood with the following objectives, to-wit:

- A. To promote the construction of architecturally custom designed single-family residences and appurtenances with quality materials and workmanship harmonious with the environment and with each other.
- B. To attract permanent homeowners.
- C. To provide privacy and security in a spacious natural environment.
- D. To enhance the value of investments made by purchase therein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein created for the benefit of Owner, its successors and assigns, and the future property owner(s) of any parcels, making up White Springs, the following restrictive covenants are placed upon all the property shown on the aforementioned recorded plat.

ARTICLE I - USES PERMITTED AND PROHIBITED

- A. Uses Permitted. All parcels or tracts shall be used exclusively for single family residential dwellings.
- B. Limitation on Number of Dwellings. There shall be built on any parcel no more than one (1) dwelling or residence.
- C. Recutting Tracts. No tract shall be recut to a smaller size.
- D. Prohibited Structures. No trailer, basement, tent, shack, garage, barn, or similar outbuilding erected upon any parcel shall at any time be used as a residence. On any individual case basis, the Architectural Review Committee shall have authority to allow the use of a mobile home or similar structure for office purposes strictly on a temporary basis during home construction. This permission shall be in writing and shall be for a period not to exceed one year.
- E. Trailers, Boats, and the Like. No house trailer shall be permanently placed on any parcel. Any truck, recreation vehicle, equipment, disabled or wrecked vehicle, and/or similar equipment, owned by a resident of a parcel shall at all times be neatly stored and positioned to be inconspicuous.

- F. **Business Prohibited.** No structure at any time situated on any parcel shall be used for any business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, or manufacturing purposes. Builders, however may use a dwelling as a sales or model unit. No billboards or advertising signs of any kind shall be erected on the real property, with the exception of a neatly placed 18' x 24' real estate "For Sale" signs. No part of any structure shall be used for the purposes of renting a room or rooms therein. No multifamily residences, garage apartments, or apartment houses shall be erected on any parcel. No portion of any parcel or lot shall be used for commercial or agricultural/logging operation ingress and egress. The use of any lot or parcel for the purpose of street access to adjoining subdividable property is hereby restricted to T. B. Lee, Jr. and George I. Wike, Jr., dba T & G Properties, Inc.
- G. **Animals.** No animals shall be kept, maintained, or quartered on any tract except:
- (1) Domestic pets, such as dogs and cats. More than 2 dogs and/or cats per household must be approved in writing by the Architectural Review Committee;
 - (2) No destructive or unfriendly domestic animal which becomes a nuisance to the neighborhood shall be permitted. The Homeowners Association shall have the right, but not a duty, to have said animal(s) picked up without liability to any owner(s) of said animal(s).
- H. **Refuse.** No parcel owner shall engage in any activity which will result in the maintenance, deposit, or accumulation of trash, refuse, debris, mud, or other objectionable matter, except during construction of a residence on a parcel. During construction, the parcel owner is responsible for maintaining a clean and orderly worksite with appropriate trash and debris containers being used and appropriate steps being taken to avoid washing especially to the adjoining or nearby lake.
- I. **Nuisances.** No noxious or offensive activity shall be carried on anywhere on the property subject to these covenants, nor shall anything be done thereon which may be or become a nuisance or menace to the neighborhood.
- J. **Use of Recreational and or other Vehicles.** Any motor scooter, ATV, motorcycle, go-cart, or similar vehicle shall be equipped with proper mufflers so as not to cause excessive noise and shall not be used in such a way as to become a nuisance.
- K. **Pollution.** No parcel, during construction period or otherwise, shall be used in such a manner as would result in the pollution, discoloration, or discharge of mud, debris, or other undesirable material, liquid or solid, in any stream, waterway, lake, or pond that flows through or near to such parcel.
- L. **Other Restrictions.** All lots are conveyed subject to the rules and regulations which may apply to or be imposed upon said lots as a result of the proximity of said lot to lake.

ARTICLE II - ARCHITECTURAL REVIEW COMMITTEE

- A. **Purpose and Power.** For the purpose of ensuring the development of the real property for the aforesaid purpose, the Architectural Review Committee is hereby granted review powers. This means that no building, structure, fence, wall, barn, outbuilding, utility area, driveway, swimming pool, screened or detached from a main residence, shall be commenced, placed, erected, or allowed to remain on a parcel unless building plans and specifications showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, landscape plans location, and orientation on the parcel (together with such other information as shall be reasonably required by the Architectural Review Committee, including a written application for approval) shall have been submitted to and a permit granted in writing by the Architectural Review Committee hereinafter established. The Architectural Review Committee shall review said plans in accordance with the criteria set forth in Article V, Architectural Planning Criteria.

- B. Scope of Power. The Architectural Review Committee shall not be responsible for detecting or pointing out defects in plans or specifications or for defects in improvements. The Architectural Review Committee's review of plans is limited solely to the insuring that the improvements comply with these restrictions. The Architectural Review Committee in no way makes any review as to the structural or engineering integrity of the proposed improvement or whether said improvements comply with any applicable building or zoning requirements.
- C. Other Powers. Additionally, the Architectural Review Committee shall have all powers and authorities elsewhere conferred upon it under the terms and conditions of these covenants.
- D. Committee Members. The Architectural Review Committee shall be composed of at least two (2) but no more than five (5) persons as shall be designated, in writing, by Owner from time to time. In the event of the failure or inability for any reason of a member to act, or any resignation from the Architectural Review Committee, the vacancy created shall be filled either permanently or temporarily, as necessary, by Owner or by the remaining member or members of the Architectural Review Committee. All matters coming before the Architectural Review Committee for approval shall require a two-third (2/3) majority vote.
- After the incorporation of the White Springs Homeowners Association, said Association will have oversight over the membership of the Architectural Review Committee and will appoint new members to the Architectural Review Committee when positions become vacant.
- E. Initial Members. The initial membership of the Architectural Review Committee shall consist of T. B. Lee, Jr. and George I. Wike, Jr.
- F. Failure to Approve or Disapprove. In the event that the Architectural Review Committee fails to approve or disapprove or otherwise act upon any matter within the scope of its authority within thirty (30) days after receipt of a written application for a permit, it shall be deemed approved unless suit to enjoin such a matter or thing has commenced prior to or after receipt of said application, in which case said suit shall be deemed a disapproval. Approval shall mean that this covenant shall be deemed to have been fully complied with as to matters set forth in the application; and no suit or claim shall thereafter be available to the Architectural Review Committee, the Homeowners Association, or the owner of any parcel.
- G. Application Time. Written application for a permit as required herein shall be made to the Architectural Review Committee not fewer than thirty (30) days prior to the time the permit is needed.

ARTICLE 111 - HOMEOWNERS ASSOCIATION

- A. Formation and Incorporation. Owner shall, when Owner deems a sufficient number of homes to have been constructed and or parcels to have been sold, have incorporated under laws of the State of South Carolina a non-profit corporation known as "White Springs Homeowners Association, Inc." (sometimes herein referred to as "Homeowners Association") for the purpose of administration of these covenants, as set forth herein, and of collecting and distributing the maintenance charges hereinafter provided. Until formation, the Architectural Review Committee shall be vested with the powers of the Homeowners Association as set forth herein.
- B. Membership. Every person or entity who is a record owner of a fee or an undivided fee interest in any parcel which is subject to the covenants shall be a member of the Homeowners Association, with the owner(s) being entitled to one (1) vote per parcel. Any person or entity who holds such an interest merely as security for the performance of an obligation shall not be a member. Persons owning contiguous parcels held and used as one tract shall be deemed as owning one (1) parcel and shall have one (1) vote.

Any parcel created by the recutting of other parcels shall immediately, upon the recording of a deed of conveyance, constitute a parcel, thereby giving the owner(s) one (1) vote per parcel and making each parcel subject to the assessments as determined pursuant to Paragraph H below.

- C. **Maintenance Charges.** No maintenance charges or assessments shall be due and payable prior to the organization of the Homeowners Association. Thereafter, except as provided in Paragraph D(2) below, all parcels shall be subject to an annual assessment at the rate to be determined by said Association. No tract held for sale while the same is owned by Owner shall be subject to the assessments herein provided. All sums are payable to the Homeowners Association annually on January 1 of each year and shall be administered by the officers, members, and directors of said Association and may be used for the functions hereinafter set out.
- D. **Powers and Functions.** The Homeowners Association is empowered to perform any and all of the following functions but it shall be under no duty to perform, or continue to perform, any of said functions, to-wit:
- (1) Paying the necessary charges and expenses of the operation of the Homeowners Association.
 - (2) Improving, repairing, cleaning, maintaining, and beautifying entrance areas, areas owned by the Association and any other areas within the subdivision which the Association determines will be the benefit or enjoyment of the majority of owners of parcels.
 - (3) Caring for unattended parcels, if any, within the subdivision, removing debris therefrom, and doing all other things necessary or desirable, in the opinion of the officers and directors of the Homeowners Association, to keep all property neat and in good order for the general benefit of the owners of parcels.
 - (4) Collecting directly from a parcel owner, in addition to the normal maintenance charges or assessments, expenses incurred for matters incidental to the enforcement of these covenants, or the exercise of any powers conferred upon the Association, or the Architectural Review Committee, if the expenses were incurred to make said parcel owner comply or to perform on behalf of said owner if he refuses to comply.
 - (5) Accomplishing such other purposes and functions, which, in the opinion of the officers, directors, and members of the Homeowners Association may be necessary for the general benefit of the parcel owners.
 - (6) Encouraging the botanical beautification of all parcels in the subdivision.
- E. **Lien.** The annual assessment or charges shall constitute a lien or encumbrance upon each parcel, and acceptance of a deed of conveyance shall be constructed to be a covenant by the Grantee to pay said assessment as well as to be bound by these restrictive covenants. The Homeowners Association shall have the exclusive right to take and prosecute all actions or suits, legal or otherwise, which may be necessary for the collection of said assessments and charges.
- F. **Foreclosure.** In the event that it is necessary to foreclose the lien herein created as to any parcel, the procedure for the foreclosure shall be the same as for the foreclosure of a real estate mortgage in the State of South Carolina.

G. **Limitation of Liens.** The lien hereby reserved, however, shall be subject to the following limitations, to-wit:

- (1) Such lien shall be at all times subordinate to the lien of any mortgage or lender of any sums secured by a recorded mortgage to the end and intent that the lien of any mortgage, legal or equitable, shall be paramount to the lien for the charges and assessments herein, provided however, that such lien, if recorded as provided in Paragraph (2) below, shall not be subordinate to any mortgage recorded after the recording of said lien. Also, such subordination shall apply only to the charges that shall become payable prior to the passing of title under foreclosure of a mortgage; and nothing herein contained shall be held to affect the rights herein given to enforce the collection of such charges or assessments accruing after such sale under foreclosure of such mortgage or acquisition of title by a purchaser by deed in lieu of foreclosures.
- (2) Notice of any charge or assessment due and payable shall be given by filing a Notice of Lien in the RMC Office for Spartanburg County in the Mortgage Books, which lien shall state the name of the owner and the nature of the lien. With regard to subsequent bona fide purchasers for value, the lien herein reserved for charges and assessments due and payable shall be effective only from the time of filing said Notice, provided, however that nothing contained herein shall affect the right of the Homeowners Association to enforce the collection of any charges and assessments which shall become payable after acquisition of title by such subsequent bona fide purchaser for value.

H. **Uniform Assessment.** Except as otherwise noted herein, all liens, charges, and collected on all parcels.

ARTICLE IV - TERMS AND ENFORCEMENT

- A. **Enforcement.** If owner, its successors and assigns, or any person owning any real property subject to the within covenants, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Homeowners Association, or any person owning parcel subject to these covenants, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such covenants and either to prevent him or them from doing so or to recover damages and other dues for such violation, or both. Invalidation of any one or more of these covenants by a judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
- B. **Loan Requirements.** If any of these covenants shall be found to be contrary to the recommendations or policies of any recognized institution or agency, public or private, granting or insuring loans, Owner shall have the authority to alter, amend, or annul any such covenants as may be necessary to make any of the parcels herein acceptable and eligible for such loan.
- C. **Terms of Covenants.** The covenants and restrictions, as altered and amended from time to time as provided for herein, unless released or waived as herein provided, shall be deemed covenants running with the land and shall remain in full force and effect until the ; and thereafter, these covenants shall be automatically extended for successive periods of twenty-five (25) years unless within six (6) months prior to , or within six months preceding the end of any successive twenty-five (25) year period, as the case maybe, a written agreement is executed by a majority of the then owners of the parcels, in which written agreement of any of the covenants, restrictions, reservations, and easements provide for herein may be changed, modified, waived, or extinguished, in whole or in part of the real property which is subject hereto in the manner and to the extent provided in such written agreement.

D. **Government Compliance.** All restrictive covenants listed and/or contained herein are subject in all instances, to compliance with the State of South Carolina and Greenville County health ordinances, restrictions and regulations, zoning regulations, or other established pertinent restrictions, and in particular when the said State and County requirements of the restrictions contained herein.

ARTICLE V - ARCHITECTURAL PLANNING CRITERIA

In the fulfilling of its powers and duties set forth herein the Architectural Review Committee shall be guided by, but not limited to, the following criteria:

- A. **Objectives.** It is the plan of Owner to develop White Springs into a highly restricted community of quality homes. The Architectural Review Committee shall evaluate the proposed improvements with emphasis upon their harmonious incorporation into the natural environment and the community as a whole and with specific emphasis on external design, location of the improvement in relation to the surrounding structures and/or improvements, topography, and conformity to the restrictive covenants imposes hereunder.
- B. **Building Type.** No building shall be erected, altered, placed, or permitted to remain on any parcel within White Springs other than a single family residential dwelling that conforms to Architectural Review Committee standards.
- C. **Setback Lines.** All parcels shall be subject to the front setback line and all other setback or setoff lines as shown or noted on the subdivision plat as recorded in the RMC Office for Spartanburg County, South Carolina.
- D. **Other Setback Lines.** Unless otherwise indicated on the recorded subdivision plat or allowed by the Architectural Review Committee, all side and rear lot lines shall be deemed to have a twenty (20) foot setback line.
- E. **Required Plans.** Two sets of plans for the proposed parcel improvements, must be submitted to the Architectural Review Committee. One set of plans will become the property of the reviewed and must be approved by the Architectural Review Committee before any implementation can begin. The second set of plans will be returned to the owner with evidence of approval notated thereon. Said plans shall include, in addition to the standard information normally contained in said plans and any other information required herein, the following:
- (1) A plot plan for all listed improvements at a scale not less than 1" to 100'. Said plan will include the location of all proposed improvements and will notate all required changes to be made to the parcel including any cuts in the natural grade of a parcel of more than three (3) feet variation from the original grade. No improvements shall be permitted that adversely affect the natural drainage on adjacent parcels of land.
 - (2) All plans for construction must be submitted at a scale not less than 1" to 20' and will include elevations of the front, rear, and sides of the structure, the floor plan and summary specifications, including exterior color plan, for all proposed construction materials.
- F. **Size of Homes.** All one-level dwellings or residences are to have no fewer than 1300 feet of heated floor space. All multilevel homes shall have a minimum of 1800 square feet of heated floor space. Basements are not considered multilevel. Breezeways, porches, garages, and unfinished basements will be excluded when calculating heated floor space.

- P. Walls, Fences, Etc. No wall, fence, or hedge shall be erected on any parcel, unless approved by the Architectural Review Committee shall give advance written approval of all such improvements as to design, height, and materials. The Architectural Review Committee shall approve chain-link fences only when they are inconspicuous from a street or road.
- Q. Utility Easements and Installation. The right is reserved herewith to lay or place, or authorize the laying and placing of sewer, gas, and water pipe lines and telephone, electric power, and television cables on or under the road and street right-of-ways on said plat without compensation or consent of any parcel owner. All utilities except for arterial roads shall be run underground. Electrical power transformers shall be mounted on the ground and shall be contained in pad mounted enclosures or vaults. A utility pole mounted yard light, installed and maintained by the local electric power company is permitted; however the placement must be approved by the Architectural Review Committee. In accordance therewith, an easement for the installation and maintenance of utilities and drainage facilities is herewith reserved over all right-of-ways. Easements for utilities installation and maintenance (including those set forth above) and drainage facilities are also hereby expressly reserved over and across the side and rear five (5) feet of all parcels.
- R. Utility Connections. Building connections for all utilities, including but not limited to, water, electricity, telephone, and television, shall be run underground.
- S. Antennae. Amateur radio and other antennae shall be erected as to be inconspicuous and the location must be approved in writing by the Architectural Review Committee. TV satellite dishes will be permitted only after approval by the ARC as to size, design, and location.
- T. Outdoor Drying Apparatus. No laundry or clothing shall be aired or dried in any area exposed to view. Outdoor drying areas are permitted only in screened or fenced locations approved by the Architectural Review Committee.
- U. Systems. All sewage disposal systems shall be approved by the appropriate public health authorities.
- V. Garbage and Trash Containers. All trash, garbage, and other waste shall be kept in sanitary containers and, except during pick-up if required to be placed at the curb, all containers shall be kept out of view from the streets and roads.
- W. Fuel Tanks. All fuel (oil or gas) tanks or containers shall be covered or buried underground consistent with codes and normal safety precautions. Placement shall not be in sight from normal street traffic.
- X. Culverts, Ditches, and Swales. Parcel owners shall preserve and protect the existing ditches and/or swales located in the road right-of-way. The owners shall in no way interrupt the drainage designed into the street and road system. At the location where the driveway crosses a ditch or swale, the owner shall place a metal or concrete pipe. The pipe shall be placed at an invert elevation to match existing ditch or swale elevations. The pipe shall be of a diameter and construction as required by Spartanburg County. All areas between the road pavement and the property line which have been disturbed due to construction shall be restored. No other structure shall be erected in the road right-of-way except one mailbox as defined below.
- Y. Mailboxes. Location, design, and materials for mailboxes shall be as established and approved by the Architectural Review Committee.
- Z. Driveways. Paved driveways are required and shall be a minimum of ten (10) feet wide and construction material must be approved by the Architectural Review Committee.