

DEED 89-R PG 441

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Office of Register of Deeds, Spartanburg, S.C.  
Stephen Ford, Register



STATE OF SOUTH CAROLINA )	DECLARATION OF PROTECTIVE
) )	COVENANTS, CONDITIONS, RESTRICTIONS
COUNTY OF SPARTANBURG )	AND EASEMENTS OF BUENA VISTA
	ESTATES, SECTION II

WHEREAS, James E. Brown and Mary P. Brown are the owners and Developers of property which is shown on plat entitled "Buena Vista Estates, Section II", made by James V. Gregory Land Surveying recorded in Plat Book 149, page 302, Office of the Register of Deeds for Spartanburg County, and

WHEREAS, James Brown and Mary Brown are desirous of creating and putting into effect for the mutual protection of themselves and other subsequent purchasers of any of the property shown on the above-referred to plat, and other real property which may be made subject to the terms hereof in a Supplemental Declaration, the Protective Covenants, Conditions, Restrictions and Easements hereinafter contained.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the property hereinabove described, as shown on the plat above referred to, is hereby encumbered with the following protective covenants, conditions, restrictions and easements, which shall be construed as covenants running with the land and binding upon the said James Brown and Mary Brown, their heirs and assigns, and upon any purchasers of said property, their successors, heirs and assigns, to-wit:

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until September 30, 2027, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by written agreement of two-thirds of the then owners, it is agreed to change said covenants in whole or in part.

2. No lot shall be used except for residential purposes.
3. No building shall be located nearer the front, side or rear lot line(s) of any lot than the building lines shown on the plat hereinabove referred to.
4. No lot shall be resubdivided. This shall not prohibit an owner of a lot from conveying a portion of a lot to an adjoining lot owner, so long as a greater number of lots are not created.
5. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
6. No trailer, tent, shack, barn or other outbuilding erected on any lot at any time shall be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
7. No building shall be erected on any lot containing less than one thousand three hundred (1,300) square feet on single level homes and one thousand seven hundred (1,700) square feet on multi-level homes. Multi-level homes must have an attached garage with operational garage door. All homes must have a minimum roof pitch of 5/12. Outbuildings must be the same quality of construction as the dwelling and must use the same exterior covering as the dwelling.
8. No concrete blocks, unless covered with stucco, shall be used on the exterior of any building erected on any lot.
9. No trailer, mobile home, double wide or modular units shall be placed on this property at any time.

10. No signboard shall be displayed on any lot in the development except "For Sale" or "For Rent". Such sign shall not be more than two feet by three feet (2' x 3') in size, except the Developer shall have the right to use additional signs for the development of the property.

11. All sewage disposal shall be by septic tank installed with the approval of the County or State Board of Health, or by public main or sewerage lines approved by the County of State Board of Health.

12. No domestic fowls, cows, hogs or mules shall be kept upon any lot. The provisions of this item shall not be held to in any way limit the provisions of Item 5 of these covenants.

13. An easement is reserved within five (5') feet of the rear and side lot lines and within ten (10') feet of the front line of each lot for the installation, maintenance and repair of utilities. All electrical and telephone lines shall be underground, and an easement shall be reserved for such lines and for their installation, maintenance and repair.

14. All driveways shall be paved and will be constructed and maintained, by the owner of a lot, in good state of repair and suitable appearance.

15. All receptacles for trash or garbage must be kept within a fenced or enclosed area and hidden from public view or the view of any other lot.

16. Outdoor clothes lines shall not be permitted.

17. Lawn mowers 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 elsewhere, and shall be stored to the rear of the residence located thereon.

18. A standard roof-mounted or chimney-mounted television antenna and/or an eighteen (18") inch dish antenna only are permitted.

19. Each lot owner shall maintain his lot and the exterior of all improvements in good appearance and repair in order to assure that no condition exists which would diminish the appearance of the subdivision.

20. No unlicensed automobiles or other vehicles shall be kept on any lot unless it is within an enclosed garage or other approved outbuilding.

21. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either prevent him or them from doing so or recovering damages or other dues for such violation. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, James Brown and Mary Brown have caused this instrument to be executed this 27<sup>th</sup> day of September, 2007.

Signed, Sealed and Delivered  
in the Presence of:

Julie M. Man  
Mary R. Man

James Brown (SEAL)  
James Brown  
Mary Brown (SEAL)  
Mary Brown

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

PROBATE

PERSONALLY appeared before me MARY L. MANN and made oath that she saw the within named James Brown and Mary Brown, sign, seal and as their act and deed deliver the within written instrument, and that she with FRANKLIN M. MANN witnessed the execution thereof.

SWORN to before me this 27<sup>th</sup> day of September, 2007.

Mary L. Mann

Franklin M. Mann (SEAL)  
Notary Public for South Carolina

My commission expires 2/10/10