



2. **Apartment (Guest House).** Such accessory dwelling shall be constructed along the same lines to conform in appearance to the main dwelling (i) above and shall comply with the Spartanburg County Ordinance for accessory apartments and maximum allowable square footage.
3. **APPROVED CONSTRUCTION - BARNs:** Due to the nature of the Property, it is necessary that barns and outbuildings be constructed in a workmanlike manner and shall be completely finished and enclosed on the exterior with quality construction-grade materials. Barns must be essentially enclosed. Run-in type barn construction is not acceptable. Aluminum siding is not allowable. In no case shall concrete block be exposed and if used for foundation or any wall, it shall be stuccoed or brick veneered.
4. **Trailers and Mobile Homes.** Trailers, mobile homes, (including, but not limited to double wide mobile homes), or manufactured structures, transportable in one or more sections, built on a permanent chassis designed for towing, (irrespective of whether such may be permanently affixed to the site) are strictly prohibited. A HUD-code "manufactured home" is also strictly prohibited
5. **Residential structure.** Class A "modular" residential structure which includes the necessary electrical, plumbing, heating, ventilating, and other service systems, manufactured off-site and transported to the point of use for installation or erection, with or without other specified components, as a finished building, and not built on a permanent chassis designed for towing is permitted. No pre-existing residence or building may be moved from another lot location and placed on the Property.
6. **Building Standards.** All construction and improvements must meet or exceed Spartanburg County minimum residential building standards, including all those applicable to buildings, electricity, and shall contain no less than 1,800 square feet of heated living space exclusive of porches, breeze-ways, garages, carports, or unfinished attics or basements. All multi-level residences shall contain at least 1,400 square feet of heated living space exclusive of porches, breeze-ways, garages, and carports on the first level. Primary and secondary dwellings (guest houses) shall constructed of either wood, brick, stucco, rock or finished masonry. No concrete blocks are to be exposed.
7. **Sewage Disposal:** Sewage must be disposed of in a septic tank meeting the approval of the SC Department of Health & Environmental Control.
8. **Further Subdividing:** No Parcel may be further subdivided in any manner that creates an individual lot of less than 3.00 acres and only one (1) primary residence may be constructed on any individual lot.
9. **Setback Lines.** No structure shall be constructed nearer the street on which the lot fronts than one hundred (100) feet or nearer than thirty (30) feet to any side lot line.
10. **Maintenance of Lot.** All property must be properly maintained. All building sites are to be kept in a neat and orderly manner, free of trash and debris including underbrush, weeds or other unsightly vegetation.

11. **Landscaping activities.** As certain portions of the adjoining properties are privileged to the extent that home sites located thereon have mountain views, it shall therefore be required that all Property Owners use diligence when planting trees or constructing buildings that, when mature or completed, will not obscure the views from neighboring houses.
12. **Utilities:** All utility lines servicing this property shall run underground and the owners shall install such utility lines to each individual lot line along such roads, private or public, as may be constructed on the property.
13. **Vehicle Parking:** No automobiles may be kept on any lot that do not have a current license plate unless garaged. Wrecked or unsightly vehicles or vehicles with outdated license plates shall be garaged. No stripped down, partially wrecked or junked motor vehicle, or sizeable part thereof, shall be permitted to be parked on any tract (lot) or street. No commercial trucks, or heavy equipment shall be visible from the street.
14. **Noxious and Offensive Activities:** No noxious, offensive or illegal activities shall be carried on upon any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.
15. **Pets.** All pets shall be kept in fenced areas on owner's property or on leashes. No pet shall be allowed to become a nuisance to any other owner. Dogs, cats, and usual household pets may be kept on any lot provided that such animals shall not be kept in such numbers or under conditions as to be objectionable to the other residents.
14. **Farm Related Animals:** A minimum of 1 acre of mature, maintained pasture per large grazing animal is required. Any "dry lots" shall be a minimum of 100 ft. from the adjoining property line. Dry lots must be maintained on a weekly basis. Farm animals such as cows, sheep, goats, donkeys, chickens, while allowed, shall not be kept in such numbers or under conditions as to be objectionable to other residents.
15. **Non-Conforming Structures:** No building or structure intended for or adapted for business, manufacturing purposes, multi-family or apartment building shall be erected, placed, or maintained on any tract.
16. **Destruction of Buildings:** Any dwelling or outbuilding which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed, and the lot restored to a natural condition with reasonable promptness, provided, however, that in no event shall such debris remain on property longer than one year.
17. **Fencing:** Board fencing or ornamental fencing shall be used where fencing is desired. Hog wire is permissible when used in conjunction with board fencing.
18. **Variance:** It shall be permissible for the owner of the 8.00-acre tract as described on a Survey for Nicholas B. & Autumn L. Jolly to build and maintain a landing strip and hanger for an ultra-light aircraft.

19. **ENFORCEABILITY:** For violation of or a breach of any of the Covenants by any person claiming by or through or under the Developers and/or Owners, or by virtue of any judicial proceeding, the Developers, and any other Property Owner(s) whose land lies within the boundaries of the original SURVEY for BURGIN INVESTMENTS, LLC., or any of them jointly or severally, shall have the right to proceed at law or equity to compel compliance with the terms thereof or to prevent the violation or breach of any of them, or to seek to recover damages so caused by such breach, or all of the above. The failure to promptly enforce any of these Covenants shall not bar the enforcement at a later date.

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**Witness**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
Burgin Investments, LLC by  
Michael D. Burgin, it's manager

\_\_\_\_\_  
Bobby R. Burgin

\_\_\_\_\_  
Sue Burgin

COUNTY OF SPARTANBURG                    )  
STATE of SOUTH CAROLINA                )       PROBATE

PERSONALLY appeared the undersigned witness and made oath that he saw the within named Michael D. Burgin, Bobby R. Burgin and Sue Burgin sign, seal and as their act and deed deliver the within Land Use Restrictions, Protective Covenants and Building Standards and that he with the other witness subscribed above witnessed the execution thereof. The subscribing witness is not a party to or beneficiary of the transaction.

SWORN to before me this 11<sup>th</sup> Day of April, 2019.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: \_\_\_\_\_