

OLD BURNETTE ROAD LOTS

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

WHEREAS,

(hereinafter collectively as "Owners" are owners of certain land located on Old Burnett Road near Boiling Springs, SC; (hereinafter "encumbered lots", the same land being shown and designated on a Plat prepared by Huskey & Huskey, Surveyors entitled **Survey for dated and** recorded in Plat Book at page , Register of Deeds Office for Spartanburg County, and,

WHEREAS, These OWNERS have agreed to establish a general plan of development as herein set out to restrict the use of occupancy of certain specific portions of the Survey for the protection of the property and the future owners thereof,

NOW, THEREFORE, IN CONSIDERATION OF THESE PREMISES, These OWNERS hereby mutually decree that the following described portion of the Survey is hereby subject to the Restrictions, Covenants and Standards as set forth herein as same shall relate 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 the 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:

These Covenants, Restrictions and Standards shall apply only to the following portion of the Survey (hereinafter Encumbered Property) described to wit:

5 lots only

1. **ALLOWABLE STRUCTURES:** No houses, buildings or similar improvements shall be erected, placed or permitted to remain on the Encumbered Property other than a primary dwelling house and outbuildings incidental to residential use.
 - a. **APPROVED CONSTRUCTION - PRIMARY DWELLING:** No dwelling house shall be constructed, erected, or placed on any tract having less than 2,500 square feet of living space exclusive of open porches, garages carports, or basements. Construction shall be either wood, brick, stucco, rock or finished masonry. No concrete blocks are to be exposed and if used for foundation or any wall, it shall be stuccoed, stoned or brick veneered.
 - b. **APPROVED CONSTRUCTION – OUTBUILDINGS and BARNs:** Outbuildings and Barns must be constructed in a workmanlike manner and shall be finished and enclosed on the exterior with quality construction-grade materials. In no case shall concrete block be exposed and if used for foundation or any wall, it shall be stuccoed, stoned or brick veneered.

2. **TRAILERS AND MOBILE HOMES:** Trailers, mobile homes, (including, but not limited to double wide mobile homes), modular homes or similar manufactured structures, transportable in one or more sections and 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 prohibited. Furthermore, no preexisting residence or building may be moved from another lot location and placed on the Encumbered Property. "Mobile Home" means a trailer or structure transportable in one (1) or more sections, which is built on a chassis and designed to be used as a dwelling with or without permanent foundation, when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems contained in the structure; provided however that certain Class A modular homes are permitted.
3. **CONSTRUCTION TIME LIMIT:** No specific time limit is placed from the date of sale for construction of a dwelling to begin. However, prior to the construction of a permanent dwelling, the Property Owner shall maintain the lot in an aesthetically pleasing condition. No debris, rubbish, vegetation waste, etc. shall be allowed to accumulate and grass shall be mowed when needed.
4. **COMPLETION OF CONSTRUCTION:** The exterior on all units and other structures must be completed within one (1) year after the construction of any structure shall have been commenced.
5. **DESTRUCTION OF DWELLING:** Any dwelling or outbuilding on any lot of the properties covered by these restrictions 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 slightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than one year.
6. **FURTHER SUBDIVIDING:** No Parcel may be further subdivided in any manner that creates an individual lot of less than 2.00 acres and only one (1) primary residence may be constructed on any individual lot.
7. **DISTURBANCES:** The wanton discharge of firearms for any purpose anywhere within the boundaries of the Encumbered Property is strictly prohibited.
8. **EROSION CONTROL, CONTAMINATION:** Prior to proceeding with any activity which may create erosion, siltation or related surface disturbances, preventive measures must be in place that provide for the prevention and control of same. Such measures may include, by way of example and not of limitation, physical devices for controlling the runoff and drainage of water, special precautions in grading, silt fences and temporary ground cover to hold the soil until permanent ground cover can be established. No activity which results in contamination of or damage to the Property shall be conducted on any portion of the Encumbered Property, and each Property Owner undertaking activities involving surface disturbance shall be liable for all resulting damages from such activity and for restoration of all Encumbered Property damaged as a result of such activity.

9. **PROHIBITED ACTIVITIES:** No manufacturing or production activities or any other activity that shall cause incremental traffic by the general public shall be permitted on the Encumbered Property. Business and professional Property Owners may use their residence as an ancillary facility to an office established elsewhere so long as such use does not cause incremental traffic by the public. No noxious or offensive trade or activity shall be carried on upon Encumbered Property, nor shall anything be done thereon tending to cause danger, embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants, animals, device or thing of any sort whose numbers, normal activities or existence is in any way noxious, dangerous, unsightly or unpleasant that may diminish or destroy the enjoyment of other property in the neighborhood by the other Property Owners. Swine, goats, cattle, roosters, or exotic animals are not permitted. Horses are acceptable, provided however that numbers do not exceed one (1) animal per 1.00 acres of fenced pasture. Household pets such as cats and dogs must be maintained and controlled in such a manner so as not to be an annoyance, hindrance or nuisance to others.
10. **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 landowner. 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.
11. **ACCESS DRIVEWAYS:** Access to dwellings constructed on the Encumbered Property shall be along private driveways and maintaining the peace and serenity of the general neighborhood is of utmost importance. Accordingly, driveways are to be used for vehicular traffic only while leaving or accessing dwellings. Random utilization of these driveways for recreational purposes such as ATVs, four wheelers, go carts, motorcycles, mini bikes or operating any motorized vehicle in an unsafe, dangerous, loud or annoying manner is prohibited. All driveways must be constructed of asphalt, concrete, paved or construction grade paving block, or pre-mix concrete.
12. **SEWAGE DISPOSAL:** All sewage disposal shall be by septic tank installed with the approval of the Department of Health and Environmental Control.
13. **INOPERABLE VEHICLES/EQUIPMENT:** No junk or salvage automobiles or equipment are allowed on Encumbered Property at any time. No inoperable vehicles or vehicles without current license plates shall be exposed to public view.
14. **ENFORCEMENT:** If the parties hereto, or any of 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 within the boundaries of the Encumbered Property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violating. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which remain in full force and effect.
15. All lot OWNERS, by acceptance of their deed, acknowledge that they have reviewed and approved all documents and provisions contained herein and the referenced surveys.
16. 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.

17. **DURATION:** These deed restrictions shall run with and bind the land in perpetuity unless revoked at any time by the mutual agreement of all the parties as referenced under Provision 19, above.

18. **SEVERABILITY:** Invalidation of any one of these covenants and restrictions by judgment or Court order shall in no wise affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this _____ day of _____.

IN THE PRESENCE OF:

WITNESS

WITNESS

COUNTY OF SPARTANBURG)

PROBATE

STATE of SOUTH CAROLINA)

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named _____ sign, seal and as her act and deed deliver the within Land Use Restrictions, Protective Covenants and Building Standards and that he/she with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this _____ day _____

WITNESS