

REC 50 T PAGE 422

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF SPARTANBURG )

CONDITIONS, COVENANTS, RESTRICTIONS  
AND RESERVATIONS  
JACKSON ESTATES

RECORDED  
SEP 21 PM 4:16  
R.M.C.  
SPARTANBURG, S.C.

EXPARTE: Albert L. Jackson and Harold E. Jackson

WHEREAS, Albert L. Jackson and Harold E. Jackson are the owners of that certain piece parcel or tract of land located in the Holly Springs Community of Spartanburg County, north of Lyman and west of Inman in the County of Spartanburg, which has been subdivided into eighteen (18) lots or tracts of land as shown upon survey and plat made for Jackson Estates, by Joe E. Mitchell, RLS, dated August 28, 1984 and recorded in Plat Book 92 at Page 390 in the RMC Office for Spartanburg County; and

WHEREAS, Albert L. Jackson and Harold E. Jackson are desirous of creating and putting into effect, for the mutual protection of themselves, their heirs and assigns, and subsequent purchasers of said property, the protective conditions, covenants, restrictions and reservations contained herein;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that, Albert L. Jackson and Harold E. Jackson being the owners in fee simple of the eighteen (18) lots or tracts of land hereinabove described, for and in consideration of the mutual benefit to themselves, their heirs and assigns, and future purchasers and owners of said property, do hereby impose on said eighteen (18) lots or tracts of land as shown upon that certain plat made for Jackson Estates, by Joe E. Mitchell, RLS, dated August 28, 1984 and hereinabove referred to, the following conditions, covenants, restrictions and reservations, and the acceptance of a conveyance from any portion of the eighteen (18) lots or tracts of land herein described shall bind the purchaser, his heirs and assigns, to the acceptance and observance of said conditions, covenants, restrictions and reservations:

1. All lots and/or tracts shown upon the above referred to plat shall be known, described and used as residential and agricultural property.
2. No tract of land can be re-subdivided which would result in a tract being less than one (1) acre in size.
3. Single family dwellings only are permitted upon the above described property along with the necessary out buildings for use as agricultural purposes. Each resident erected upon the property shall contain a minimum of One Thousand (1,000) square feet of heated floor space.
4. No lot or tract of land may be used for commercial poultry farming or commercial hog farming, however, tracts or lots may be used for other agricultural purposes.
5. No building of any type shall be erected near to any side lot line or rear lot line than fifteen (15) feet and must observe the thirty five (35) foot building setback line from the street to which the lot or tract fronts.
6. All wells and septic tanks are to be approved by the State Board of Health.
7. No noxious or offensive trade, including but not limited to junk yards, shall be carried on upon any tract or lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
8. No vehicle which does not have a current license plate on it may remain on the premises for more than thirty (30) days.

DEED 50 T PAGE 423

9. No trailer, mobile home or other out building erected on the lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary nature be permitted.

10. No sign board shall be displayed on the property except "For Sale" or "For Tent" which sign shall not be more than two by three feet in size.

11. An easement is reserved within five (5) feet of the front rear and side lot lines of each tract or lot for the installation, maintenance and repair of utilities, but not limited to power, water, telephone and cable television.

12. The provisions herein set out are and shall be taken as covenants running with the land, and shall run with and be binding upon the lots or tracts herein referred to, and shall inure to the benefit of and be enforceable by the individual lot owners, their heirs, successors and assigns, and the failure by them to enforce any condition, restriction, covenant or agreement herein contained, shall in no event be deemed a waiver of the right to do so thereafter, as to the same breach, or as to one occurring prior to or subsequent thereto.

13. These restrictions may be modified with the consent and agreement of two-thirds (2/3) of the owners of the lots to which these restrictions apply, provided that such modifications be in writing and properly signed and recorded. Such modifications shall apply only to subsequent uses of the lot, or tracts affected thereby and shall not make illegal the maintenance of any structure that shall have been previously erected, nor shall destroy any vested interest, except that any action may be taken that is necessary for the protecting of the public welfare.

14. These restrictions are to run with the land and be binding on all parties claiming under them for a period of twenty (20) years from the date of these restrictions, after which time said restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by two-thirds (2/3) of the then owners of the lots has been recorded, agreeing to change said restrictions in whole or in part.

IN WITNESS WHEREOF, we have affixed our Hands and Seals this 19th day of September, 1984.

*John T. ...*  
*Albert L. Jackson*  
Albert L. Jackson  
*Harold E. Jackson*  
Harold E. Jackson

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF SPARTANBURG )

PERSONALLY appeared before me the undersigned witness, made oath that (s)he saw the within named Albert L. Jackson and Harold E. Jackson sign, seal and as their act and deed deliver the within conditions, covenants, restrictions and reservations, and that (s)he with the other described witness above witnessed the execution thereof.

SWORN to before me this  
19th day of September, 1984

*Carroll C. Campbell* (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 12-21-93