

DEE-2022-55799



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Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
Ashley B. Williams, Register Of Deeds

STATE OF SOUTH CAROLINA)

Declaration of Covenants

COUNTY OF SPARTANBURG)

Conditions and Restrictions

1. **THIS DECLARATION** is made this 3rd day of November 2022 by and between Elizabeth P. Lowndes; Sarah P. Chambers; Thomas Patrick Pennell, Jr. hereinafter collectively referred to as "Developers".

RECITALS

WHEREAS, Developers are owners of certain tract(s) of land in Spartanburg County, South Carolina, located on Redland Road & Smith Chapel Road near Campobello and further described on a Survey for Pennell Family Properties, by Huskey & Huskey, PLS. dated August 29, 2022 and revised October 21, 2022 and recorded in *Plat Book 182*, at page *514* in the Register of Deeds Office for Spartanburg County. Said survey indicated a total of 57.81 acres divided into Lots 1 – 10.

WHEREAS, THE Survey for Pennell Family Properties describes property that the Developers are desirous of protecting as a planned residential estate community, with a minimum number of dwellings, and the Developers desire to provide for the preservation of values and amenities of said community and, to these ends, agree to subject all lands lying and being within the bounds of said Survey for Pennell Family Properties to the within Protective Covenants, Conditions, Land Use Regulations, Restrictions, Charges and Liens. The mandates of this document in its entirety (hereinafter referred to as "Covenants" shall survive all future conveyances and prevail for the benefit of subsequent grantees.

NOW THEREFORE, the Developer hereby reserves to itself and its assigns the following Covenants that are hereby adopted, established, and created to run in perpetuity, unless revocation in whole or in part is agreed to by 100% of the property owners. Any such revocation, variance or modification shall be done by a duly executed document, to be recorded in the ROD Office for Spartanburg County, setting forth the conditions of revocation, variance or modification and signed by each owner currently holding title to properties derived from the original 57.81 acres.

1. **Residential use.** All lots shall be used only for residential and/or agricultural purposes including the training, riding, and instruction in riding of horses. Only detached single family primary and secondary residences not to exceed three (3) stories in height and a garage, guest house, storage sheds and barn will be permitted. All residences must be completed within one year after commencement of construction.
2. **Allowable Dwellings and Buildings:**
 - a. **Primary residences for lots fronting Redland Road:** The primary residence shall contain no less than 1,800 square feet of heated living space exclusive of porches, breezeways, garages, carports, or unfinished attics or basements. All multi-level primary homes shall contain at least 1,400 square feet of heated living space exclusive of porches, breezeways, garages, and carports on the first level.
 - b. **Secondary Residences on lots fronting Redland Road:** In the event the original Redland Road lot is further subdivided in accordance with the Spartanburg County Ordinance, the secondary residence must meet all construction requirements as

shown in Provision 4, below. A secondary residence shall contain no less than 1400 square feet of heated living space exclusive of porches, breezeways, garages, carports, or unfinished attics or basements. No two-story secondary homes will be allowed; provided however that basements and daylight basements are permitted. No original lot shall contain both a guest house and a secondary residence.

- c. **Primary residences for lots fronting Smith Chapel Road:** Primary residences shall contain no less than 1,400 square feet of heated living space exclusive of porches, breezeways, garages, carports, or unfinished attics or basements. All multi-level primary homes shall contain at least 1,100 square feet of heated living space exclusive of porches, breezeways, garages, and carports on the first level.
 - d. **Detached Guest House:** Such accessory dwelling to the primary residence shall be constructed in a workmanlike manner and shall be completely finished and enclosed on the exterior with quality construction grade materials and shall comply with the Spartanburg County Ordinance for accessory apartments and maximum allowable square footage. No lot shall contain both a guest house and a secondary residence.
 - e. **Barns:** Barns and outbuildings shall 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. In no case shall concrete block be exposed and if used for foundation or any wall, it shall be stuccoed or brick veneered. Barn apartments are allowable and there are no square footage requirements', however a barn apartment is considered to be the single allowable questhouse.
 - f. **Modular Homes:** Class A, (top of the line), "modular" residential structures 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** are permitted. Building standards, as provided for herein, are required. No pre-existing residence may be moved from another lot location and placed on the Property.
3. **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.
 4. **Building Standards for Structures:** All construction and improvements must meet or exceed Spartanburg County minimum residential building standards, including all those applicable to structure, buildings, plumbing and electricity. Primary, secondary, and guest houses shall be constructed of either wood, brick, stucco, rock, Hardi-plank or finished masonry. No concrete blocks may be exposed.
 5. **Sewage Disposal:** Sewage must be disposed of in a septic tank meeting the approval of the SC Department of Health & Environmental Control.

6. **Further Subdividing: Any further subdividing must be done in accordance with the Spartanburg County Subdivision Ordinance.**
 - a. **Lot 1:** In addition to a primary residence, Lot 1 may have either a secondary residence or a guest house. An existing brick structure may remain and be used for either.
 - b. **Lots 2, 3,4,5, & 6** fronting Redland Road may be subdivided once with County approval. Only the primary residence may be located within 300 ft of the center of Redland Road.
 - c. **Lot 7** fronting Redland Road and Smith Chapel Road. Only the primary residence may be located within 300 ft of the center of Redland Road. The remainder of Lot 7 fronting Smith Chapel Road may be further subdivided with County approval; provided however that each subdivided lot shall have a minimum one-hundred fifty feet (150 ft) of paved road frontage on Smith Chapel Road and no 25 ft flag parcels will be allowed.
 - d. **Lots 6, 8, 9 & 10** fronting Smith Chapel Road may be further subdivided with County approval; provided however that each subdivided lot shall have a minimum one-hundred fifty feet (150 ft) of paved road frontage on Smith Chapel Road and no 25 ft flag parcels will be allowed.
7. **Setback Lines.**
 - a. Front set-back lines for Lots 2,3,4,5,6, & 7. No structure shall be constructed nearer than one-hundred twenty-five feet (125 ft.) from the center of Redland Road.
 - b. Front set-back lines for Lots 6,7,8,9, &10. No structure shall be constructed nearer than fifty (50 ft) from the center of Smith Chapel Road.
 - c. Side and back set-back lines for Lots 2,3,4,5,6 & 7. No structure shall be constructed nearer than thirty (30 ft.) from the adjoining property line.
 - d. Side and back set-back lines for Lots 1,8,9, &10. No structure shall be constructed nearer than twenty feet (20 ft.) from the adjoining property line.
 - e. A thirty -five foot (35 ft.) right-of -way is provided along the edge of Smith Chapel Road for installation of utilities.
8. **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.
9. **Landscaping activities.** As certain portions of the adjoining properties are privileged to the extent that home sites located thereon have 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.
10. **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.
11. **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.

12. **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.
13. **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 so as to be objectionable to the other residents.
14. **Farm Animals:** A minimum of 1 acre of mature, maintained pasture is required per horse. No "dry lots" are permitted. Cows, sheep, goats, donkeys, roosters etc. are prohibited.
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, chain link, or ornamental fencing shall be used where fencing is desired. Hog wire is permissible when used in conjunction with board fencing. Underground electric for dogs and electrical cable for horses are permitted. Metal "T" posts are not permitted.
18. **Variance:** An approximate 30-year-old one-story brick house on Lot 1 is exempt from building restrictions.
19. **Non-Material Changes:** Developers may make non-material changes during the process of marketing the individual lots.
20. **Sight Visibility:** An adjoining property owner may remove brush, vegetation, etc. along portions of the road frontage of the adjoining lot if such removal is necessary to achieve and maintain driveway sight visibility as required by SCDOT or Spartanburg County.
21. **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 Pennell Family Properties, 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. The Developers will cease to have any powers of enforceability after the date of the final sale.

Signature page follows:

WITNESS the Grantor's (s") hand (s) and seal (s) this -3rd day of November, 2022.

SIGNED, Sealed and Delivered

In the presence of:

Donna Cote Martin

Witness

Thomas Patrick Pennell, Jr. (SEAL)

Thomas Patrick Pennell, Jr., by R. Steve Metcalf as attorney-in-fact

*see limited POA recorded herewith

Laura L. Cantrell

Witness

STATE OF SOUTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF SPARTANBURG

I, Laura L. Cantrell, a Notary Public for the State of South Carolina,

do hereby certify that Thomas Patrick Pennell, Jr., by R Steve Metcalf as attorney-in fact, personally appeared before me and acknowledged the due execution of the foregoing instrument this 3rd day of November 2022.

LAURA L. CANTRELL
Notary Public - State of South Carolina
My Commission Expires May 28, 2025

Laura L. Cantrell (SEAL)
NOTARY PUBLIC FOR South Carolina
My Commission Expires: May 28, 2025

WITNESS the Grantor's (s") hand (s) and seal (s) this -3rd day of November, 2022.

SIGNED, Sealed and Delivered

In the presence of:

Donna Cate Martin

Witness

Elizabeth P. Lowndes (SEAL)

Elizabeth P. Lowndes

By R. Steve Metcalf as attorney-in-fact

[Handwritten signature of R. Steve Metcalf]

*see limited POA recorded herewith

Laura L. Cantrell

Witness

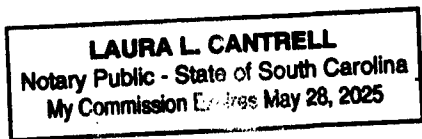
STATE OF SOUTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF SPARTANBURG

I, Laura L. Cantrell, a Notary Public for the State of South Carolina,

do hereby certify that Elizabeth P. Lowndes, by R Steve Metcalf as attorney-in fact, personally appeared before me and acknowledged the due execution of the foregoing instrument this 3rd day of November 2022.



Laura L. Cantrell (SEAL)

NOTARY PUBLIC FOR Spartanburg, South Carolina

My Commission Expires: May 28, 2025

WITNESS the Grantor's (s") hand (s) and seal (s) this -3rd day of November, 2022.

SIGNED, Sealed and Delivered

In the presence of:

Donna Cate Morton

Witness

Sarah P. Washburn
Sarah P. Chambers

Sarah P. Washburn n/k/a Sarah P. Chambers

by R. Steve Metcalf as attorney-in-fact

*see limited POA recorded herewith

Laura L. Cantrell

Witness

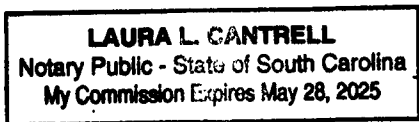
STATE OF SOUTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF SPARTANBURG

I, Laura L. Cantrell, a Notary Public for the State of South Carolina,

do hereby certify that Sarah P. Washburn, nka Sarah P. Chambers, by R Steve Metcalf as attorney-in-fact, personally appeared before me and acknowledged the due execution of the foregoing instrument this 3rd day of November 2022.



Laura L. Cantrell (SEAL)
NOTARY PUBLIC FOR South Carolina
My Commission Expires: May 28, 2025