

DEED 7b -- W PG 035

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STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

EASEMENTS AND PROTECTIVE COVENANTS  
FOR LYMAN FARMS

DEED 7-M PG 669

WHEREAS that certain tract of land containing lots

WHEREAS, all of the said tract is intended for residential purposes only:  
NOW THEREFORE, in consideration of the foregoing and the benefits flowing to the present and future owners of said tract, Charles L. Satterfield, does hereby impose the following Protective and/or Restrictive covenants which shall be applicable to said tract:

1. No professional office, business, trade or commercial activity of any kind shall be conducted in any building on any lot or upon any portion of any lot.
2. No such lot shall be used except for the following and no building shall be erected, altered, placed or permitted to remain on any such lot other than the following:
  - A) One single-family dwelling.
  - B) Accessory buildings including one private garage. Garage apartments are specifically prohibited.
  - C) Temporary buildings for uses incidental to construction work, which building shall be removed upon completion or abandonment of the construction work. Any structure must be construction work, which building shall be removed upon completion or abandonment of the construction work. Any structure must be completed within one year after the initial construction has been commenced.
  - D) No house trailer or mobile home shall be placed on any lot either temporarily or permanently. There shall be no school buses or similar type used as storage or living quarters nor shall there be any unlicensed vehicles allowed to remain on the premises.
  - E) No signs or bulletin boards shall be permitted on any lot except when used in connection with the sale of said lot or when used by the contractors during the period of construction of a building upon a lot.
  - F) No animals, livestock or poultry of any kind other than house pets shall be kept or maintained on any part of said property. This section shall not be construed so as to permit any animals, livestock or poultry, even those house pets that are kept to be bred, or maintained for any commercial purpose.
  - G) No noxious or offensive activity shall be carried on, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.
  - H) No tractor/trailer trucks will be allowed on the above property.
3. No building shall exceed two (2) stories in height.
4. No part of any building shall be located on any lot nearer than twenty (20) feet to the front line, and no part of any building shall be located nearer than five (5) feet to an interior lot line. No dwelling shall be located on any interior lot nearer than twenty (20) feet to the rear lot line. A detached storage or outbuilding may be constructed within ten (10) feet of the rear or side lot lines, provided it is first authorized by the owners and developer.

\*\* Re record to correct Grantors \*\*

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Stephen Ford, Register



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5. There shall be no more than one principal building and its accessory building on each lot and no more than one family shall occupy a dwelling at any one time.
  6. No residence shall be constructed on any lots containing less than one thousand (1,000) square feet of floor space exclusive of porches, garages and breezeways, if two story, the ground floor shall contain a minimum of five hundred (500) square feet of heated area.
  7. An easement is reserved over the rear and side lots lines five (5') feet in width on each lot for the installation, operation and maintenance of utilities and for drainage. Such easements across the lots as shown on the plat are also reserved in addition to the five (5') feet in width on each lot for installation, operation and maintenance of utilities and for drainage. Such easements across the lots as are shown on the plat are also reserved in addition to the five (5') feet above mentioned.
  8. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
  9. All sewage disposals shall meet the approval of municipal or rural sewage disposal systems.
  10. No trailer, basement, tent, shack, garage, barn or other outbuilding erected upon said lots shall at any time be used as a residence either temporarily or permanently, nor shall any structure of a temporary character which is unfinished or uncompleted be used as a residence.
    - A.) An Architectural Control Committee shall be formed consisting of Charles L. Satterfield, Tim Aho and Nate Aho, who shall review and approve all plans.
  11. No building shall be erected, or placed on any lot until construction plans and specifications and plan showing the location of the structure have been approved in writing by the owners, developer and Architecture Control Committee as to the quality of workmanship and materials, harmony of exterior design with existing structures and as to location with respect to topography and finish elevation. After developer has sold all lots the Architectural Control Committee shall be merged with Lyman Farms Homeowners Association, if a Homeowners Association is formed. If a Homeowners Association is formed, builders and developer shall be exempt from paying Homeowners Association dues.
  12. No lot shall be used for repair work on automobiles or other vehicles whether performed by the owner or not. All boats and equipment used in connection therewith such as trailers and all vehicles other than automobiles shall be kept under suitable cover such as an attached or unattached garage, said cover to be approved by the owners and developer.
  13. CHANGE OF LOT SIZE: The developer hereby expressly reserves to it, its successors and assigns, the rights to re-plat any residential lot to be shown on the above recited plat of the subdivision for purposes of creating a building plot or site.
  14. DRIVEWAYS: All driveways must be constructed of asphalt or concrete, the thickness of either which must be approved by the Architectural Control Committee.

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- 15. **FENCES:** The construction and installation of fences must have prior written approval by the Architectural Control Committee. Any fence or barrier erected without the prior written approval of the Architectural Control Committee will be removed at the property owner's expense and permission to do so is expressly granted to the Architectural Control Committee by said lot owner by acceptance of a deed to a lot in this subdivision.
- 16. **IMPROVEMENTS AND ADDITIONS:** Any external improvement and/or addition to the original residence or dwelling must be submitted to the Architectural Control Committee and a written approval must be given prior to the commencement of construction.
- 17. All yards shall be maintained on a regular basis and kept up in a professional manner.
- 18. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot except a sign advertising the property for sale or rent or the sign normally used by building contractors to advertise during the construction and sale period. Any such sign shall not exceed three (3) feet by three (3) feet in size or area. No one shall erect a directional sign on any right of way or entry to advertise any activity, commercial or private, other than the Developer.
- 19. No tower or satellite dish for purposes of transmitting or receiving of radio or television frequencies shall be over thirty (30) feet in height on any lot.

The various restrictive measures and provisions of this instrument are declared to constitute mutual Restrictive Covenants and servitude for the protection and benefit of each lot; failure by the undersigned or any persons entitled to do so to enforce any measure or provisions upon violation thereof shall not stop or prevent enforcement thereafter or be deemed a waiver of the right to do so.

These covenants are to run with the land and shall be binding on all parties and persons claiming unto them for a period of Twenty-Five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the majority of the then owners of said lots have been recorded agreeing to change of said covenants in whole or part.

Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenants either to restrictions violation or to recover damages.

Invalidation of any of the covenants by judgment or Court order shall in no way whatsoever affect any other provision which shall remain in full force and effect.

Dated this 30 day of October, 2002.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Bruce D. Harris

Charles L. Satterfield

WITNESS

CHARLES L. SATTERFIELD, Individually and as  
President of Classic County Homes, Inc.

Sandra A. McClan

Nate Aho

Witness

NATE AHO, MEMBER OF AHO HOMES, LLC  
Owner of lots 1, 5, 8, 6, 7, 9, 10, 26, 27, 28, 29 and 30.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG ) PROBATE

BEFORE ME, the undersigned, a Notary Public in and for said State and County, personally appeared the undersigned witness and made oath that (s)he saw the within named Charles L. Satterfield, sign, seal, and as their act and deed, deliver the within instrument for the uses and purposes therein mentioned as such, and that she/he with the other witness, witnessed the execution thereof and subscribed their names as witnesses thereof.

Bruce E. Nords  
Witness

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Sworn and subscribed before me.  
This 30 day of October, 2002.

Sandra A. McClain (seal)  
Notary Public for South Carolina

My Commission Expires: 4-06-04

BEFORE ME, the undersigned, a Notary Public in and for said state and county personally appeared the undersigned witness and made oath that s(he) saw the within named Nate Aho, sign, seal and as their act and deed, deliver the within instrument for the uses and purposes therein mentioned as such, and that she/he with the other witness, witnessed the execution thereof and subscribed their names as witnesses thereof.

Sworn and subscribed before me.  
This 12th day of March, 2003

[Signature]  
Notary Public for South Carolina  
My Commission Expires: 11/2/12

[Signature]  
Witness