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RECORDED

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STATE OF SOUTH CAROLINA) RMC LAND USE RESTRICTIONS
COUNTY OF SPARTANBURG) SPARTANBURG, S.C. AND COVENANTS AND
BUILDING STANDARDS

HERREAS, Smith & Lowe Development, Inc. hereinafter referred to as "Developer" is the owner of a certain tract of land known as THORN COVE as shown on a plat of Thorn Cove by Huskey & Huskey, Inc. dated October 2, 1995, recorded October 27, 1995 in Plat Book 131, page 286, RMC Office for Spartanburg County.

HERREAS, Developers, have agreed to establish a general plan of development as herein set out to restrict the use or occupancy of the property for the protection of the property and the future owners, thereof.

NOW, THEREFORE IN CONSIDERATION OF THE PREMISES, Developers agree, for itself and with all purchaser of lots shown on the above plat hereinabove described that the lots shall be and are hereby subject to the following Restrictions, Covenants and Standards relating 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 hereinabove described and shall ensure to the benefit of and be binding upon Developers, purchasers, their heirs, successors and assigns and all other persons and parties:

1. The property, which is made subject to the conditions set forth herein is more particularly described as shown on a plat of Thorn Cove by Huskey & Huskey, Inc. dated October 2, 1995, recorded October 27, 1995 in Plat Book 131, page 286, RMC Office for Spartanburg County.

2. The name Thorn Cove or any similar use of the name "Thorn Cove" is the sole and exclusive property of the developer and cannot be used by any homeowner other than as used for this development, but may be used by the developer as it sees fit.

3. No dwelling or other structures shall be erected, placed or altered on any lot in said subdivision until the proposed building plans, complete with specifications, exterior color or finish and plot plat (showing the proposed location of such building or structure, drives, parking area, sidewalks, trash containers, mailboxes, front, rear and side elevations, floor plans, location of heating and air conditioning units, plumbing and electrical details, landscaping and complete specification) shall have been approved in writing by the Developers, their successors and assigns.

4. All building plans must include and provide for the use of silt fencing and other sedimentation control devices. All lot owners are responsible for erosion of soil from any lot which may collect and settle on the road or drainage areas of subdivision or on the property of Spartanburg Water system. Soil erosion control devices must be approved and in place prior to commencement of any land disturbing activity.

5. Refusal of approval of plans, location or specifications may be based by the Developers upon any ground, including purely aesthetic conditions, which in the sole and uncontrolled discretion of the Developers shall seem sufficient.

6. In no case shall concrete block be exposed; if used for foundation or any wall, it shall be stuccoed or brick veneered.

7. All garages and carports, attached to a dwelling shall face and open to the side or to the rear of the dwelling. When viewed from the front of the dwelling, the garage or carport shall have a frontal facade constructed in conformity with the remainder of the dwelling, unless otherwise specifically approved by the

developer.

8. If the Developer fails to approve or disapprove such plans and specifications within thirty (30) days after the same has been submitted, or if no suit to enjoin the erections thereof has been commenced, such approval shall not be required.

9. A fee of One Hundred and NO/100 (\$100.00) shall be charged by the Developers for a review of the plans and specifications, payable at the time of submission to the Developers.

10. No specific time limit is placed on each lot sold from the date of sale for construction of a dwelling to begin. However purchasers who purchase lots within the subdivision either developed or undeveloped shall keep the lots in neat and attractive manner including but not limited to regular mowing grassed areas. In the event grassed areas shall become unsightly, the Homeowner's Association may after notice to owner clean the area or mow the grass and assess the lot owner for the cost involved.

11. No lot shall be used except for single family residential purposes. All other purposes, agriculture, commercial and others are specifically prohibited. No building shall be erected, altered, placed or permitted to remain on any lot other than a detached single family dwelling not to exceed two and one-half (2 1/2) stories in height. No dwelling will be constructed on lots twelve (12) through twenty-three (23) having less than one thousand seven hundred (1,700) square feet of heated area, exclusive of carports, porches, decks, etc. All other dwellings on lots 1 through 11 and 24 through 31 the dwellings must contain one thousand five hundred (1,500) square feet of heated livable space exclusive of carports, porches, decks, etc. Developer reserves the right to amend this item in the event of unusual circumstances however, such amendment shall not permit an unsightly dwelling which does not conform to the aesthetics of the neighborhood.

12. Said property shall be used for single family residences only. The Developers reserve the right in their sole and uncontrolled discretion to approve or disapprove subdivision of lots or portions thereof.

13. No buildings of a temporary structure, sheds, garages, tents, barns or outbuildings shall be used for residential occupancy, nor shall a mobile home be allowed on the property.

14. The exterior or all units and other structures must be completed within one (1) year after the construction of same shall have been commenced, except where such completion is impossible or results in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.

15. No buildings shall be constructed or located nearer than thirty (30) feet from the front lot line of any lot or as shown on said Plat nor nearer than fifteen (15) feet to any side lot line (Placement must be approved by developer).

16. Ten (10) feet on each side, front and rear lot line is reserved for utility and drainage easements.

17. No satellite TV antenna system shall be erected, placed or maintained on any lot in said Subdivision without the express written approval of the Developers.

18. All mailboxes must be approved and conform to restrictions set forth by the Developer.

19. No business, noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the

neighborhood. There shall not be maintained any plants, animals, device or thing of any sort whose normal activities or existence is in any way, illegal, noxious, dangerous, unsightly or unpleasant that may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof. No lot shall be used for schools, kindergartens or churches. Ordinary household pets are permitted in the subdivision. Swine, goats, poultry, sheep, horses and other farm animals are specifically excluded except #9 may keep horses, provided that not more than three (3) horses.

20. No sign board shall be displayed on any lot except "FOR SALE" or "FOR RENT" and such signs shall be no more than 2x3 feet in size except the Developers shall have the right to use additional signs for development of the subdivision.

21. No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of the construction.

22. No trailer, tent, barn, treehouse or other similar outbuilding or structure shall be permanently placed on any lot at any time. No motor vehicle shall be permitted to stay in the subdivision which does not have current license plates except antique or collectable cars. No bus, transfer tractor, transfer trailer or tractor trailer combinations shall be allowed in the subdivision at any time except for loading or unloading. Also, no other trucks with the total length of over eighteen (18) feet shall be allowed at any time, except for loading or unloading. ~~scats,~~ travel trailers and motor homes shall remain behind the minimum setback lines as designated on said plat and shall be kept in the rear of the dwelling.

23. All electrical services on each lot shall be underground.

24. No fuel tanks or similar storage receptacles may be exposed to view and may be installed only within the main dwelling house or unit, within the accessory building or within a screened area or buried underground.

25. No swimming pool shall be placed upon any lot in the subdivision until approved by the Developers or their designated representative. Any pool approved must be an inground pool.

26. An easement is reserved within ten (10) feet of all feet of all property lines for installation, maintenance and repair for storm drainage and other utilities by the Developer or its assigns.

27. No wire fence shall be permitted any nearer the street than the rear corner of the dwelling except as approved in writing by the Developers. Fences fronting on lots shall be of board, brick, stone, iron or similar type construction to protect the aesthetic appeal of the subdivision and must be specifically approved by the Developers.

28. Invalidation of any one of these covenants by judgment or Court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

29. All sewage disposal shall be by septic tank installed with the approval of the County or State Board of Health, or by public main or sewage lines approved by the Spartanburg Sanitary Sewer District and State Board of Health, or by public main or sewage lines approved by the Spartanburg Sanitary Sewer District and State Board of Health and Environmental Control. Location of all wells and septic tanks must be approved by the Developers on

Association Corporation to be organized under the Laws of the State of South Carolina, or by waiver of the use of enjoyment of the improvements, facilities and roadways located thereon, or by the abandonment of the property belonging to him.

(d) Any sums assessed by the said Association for the share of the prorata expenses chargeable to any owner, and remaining unpaid for a period of thirty (30) days or longer, shall constitute a lien on such owner's property. Such lien shall be prior to all other liens except the following:

1. assessments, liens and charges for real estate taxes due and unpaid on the property;
2. all sums unpaid on deeds of trust, mortgages and other encumbrances duly of record against the property prior to the docketing of the aforesaid lien;
3. materialmen's and mechanics' liens.

A lien created by nonpayment of an owner's prorata share of the assessed expenses may be foreclosed by suit by the said Association in like manner as a deed of trust or mortgage of real property, and suit to recover a money judgment for unpaid prorata expenses shall be maintained without foreclosing or waiving the lien securing the same.

41. In the event any owner should violate the restrictions outlined herein resulting in legal action brought by the developer and/or Homeowner's Association, a reasonable attorney's fee shall be assessed against the owner of the lot(s) causing such violation. The amount to be determined by a court of competent jurisdiction.

42. The restrictions, covenants and standards contained herein are to run with the land and shall be binding on all parties and all persons claiming under the grantors until December 31, 2015, at which time said restrictions, covenants and standards shall terminate unless the majority of all the lot owners in the subdivision shall agree in writing at least thirty (30) days before December 31, 2015, to extend the time of said restrictions, covenants and standards.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 30 day of October, 1995.

IN THE PRESENCE OF:

Smith & Lows Development, Inc.

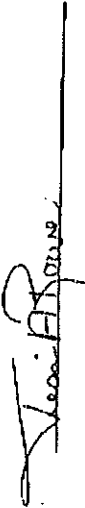


BY: Charles W. Lows U.P.
It's Vice President

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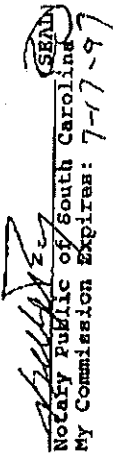
STATE OF SOUTH CAROLINA }
COUNTY OF SPARTANBURG } PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named Smith & Love Development, Inc. By: Charles W. Lowe, Jr., It's Vice President sign, seal and as its not and deed deliver the within written Land Use Restrictions Protective Covenants and Building Standards and that (s)he, with the other witness subscribed above witnessed the execution thereof.



SWORN to before me

this 20 day of October, 1995.


Notary Public of South Carolina
My Commission Expires: 7-17-97