



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

**DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS OF  
MILLSGATE**

**W-I-T-N-E-S-S-E-T-H**

**WHEREAS**, Developer is the owner of certain lots of land in Spartanburg County, South Carolina, located off of Blalock Rd Boiling Springs, South Carolina 29316 and more particularly shown and described upon a plat entitled "**MILLSGATE**" prepared by HUSKEY LAND SURVEYING dated \_\_\_ September 25, 2018 \_\_\_ and recorded in **Plat Book** \_\_\_ 175 PG 345-345 \_\_\_ in the Office of the Register of Deeds for Spartanburg County. For a more complete and particular description, reference is hereby made to the above referred to plan and record thereof, and

**WHEREAS**, **MILLSGATE** will be a residential community and the Developer desires to provide for the preservation of values and amenities of said community and, to these ends, desires to subject all of the lots in **MILLSGATE** as shown on the above plat to be within Protective Covenants, Conditions, Restrictions & Easements, (herein referred to as covenants and/or restrictions) for the benefit of each and every owner in **MILLSGATE**.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of the mutual benefits and advantages to the Developer and to future property owners of lots shown on the above plat, Developer does hereby impose upon **MILLSGATE** the following covenants, conditions, restrictions and easements, which shall bind the Developer, its successors and assigns, and all future owners of said lots, their respective heirs and assigns:

1. DEFINITIONS: The following words when used herein (unless the contest shall require a different meaning) shall have the following meanings:
  - A. "**MILLSGATE**" shall mean and refer to all of the lots and property shown upon the plat of **MILLSGATE** referred to above and upon any subsequent plat "**MILLSGATE**" prepared for the Developer and recorded in the Office of the Register of Deeds for Spartanburg County.
  - B. "Developer" shall mean and refer to **MILLSGATE LLC**.
  - C. "Lot" shall mean and refer to any numbered parcel of land shown upon a plat of **MILLSGATE**, prepared for the developer and recorded in the Office of the Register of Deeds for Spartanburg County.
  - D. "Owner" shall mean and refer to the recorded owner, whether one or more persons or entities, of fee simple title to a lot situated within **MILLSGATE**, but not withstanding any applicable theory of mortgage law, shall not mean or refer to the mortgages unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding or deed in lieu of foreclosure.
  - E. "Member" shall mean and refer to every person or legal entity that holds membership in the Association by and through ownership of a Lot.

2. **SINGLE FAMILY RESIDENTIAL USE:** No lot shall be used except for private, single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed 2 stories in height not including basements.
3. **SUBDIVISION OF LOTS:** Developer or any subsequent owner of a lot, with prior written consent of Developer or its nominee, may sell or convey a portion of any lot to the owner of an adjoining lot, provided that any such sale of a portion of a lot does not result in the creation of another lot or a greater number of lots than that shown on said plat and does not violate any other provisions hereof. No lot may be subdivided to create an additional lot. In any such sale of a portion of a lot, the portion shall merge into and become part of the adjoining lot, and the terms and conditions herein shall apply to the lot and portion of a lot as though they were originally platted as one lot. Notwithstanding any provision herein, Developer reserves the right to re-subdivide any portion of the property for the purpose of adjusting property lines or consolidating lots provided, however no such changes shall create any greater number of lots than that shown on the plat of **MILLSGATE**.
4. **MINIMUM HEATED AREAS:** No dwelling shall be erected on any lot having less than two (2) bathrooms and no less than 1000 square feet of heated floor area, provided that the plan includes a two car attached garage. If the plans do not include an attached garage, then the dwelling shall contain a minimum of 1200 square feet of heated floor area. If the dwelling has a second story, the first floor must have no less than 800 square feet of heated floor area. The floor area required by this article shall not include basements, porches, verandahs, breezeways, terraces, garages or hobby-type storage buildings.
5. **BUILDING SETBACK LINES:** No building or portion of a building, including stoops, verandahs, steps and porches shall be located on a lot nearer the front property line or nearer the side street property line of the lot than the setback line(s) shown for such lot on the plat of **MILLSGATE** referred to in the deed from Developer. Nonetheless, Developer reserves the right and privilege, upon showing of special, unique or unusual circumstances, to give a waiver to any setback restrictions on a lot, but such waiver must be given in writing to be valid. Developer reserves the right to deny a waiver for any reason deemed appropriate in its sole discretion.
6. **APPROVAL OF BUILDING PLANS – SPECIAL CONDITIONS:**
  - A. No building or structure, whether it be the dwelling house, garage, hobby-type building or driveway shall be erected, placed or altered on any lot until the building plans, elevations, locations, specifications and driveway have been approved in writing by Developer or its nominee. If such shall not be approved or disapproved within thirty (15) days after being submitted, then such approval shall not be required, provided, however, the design and location of the proposed construction shall conform to the specific building requirements stated herein and otherwise be in harmony with the existing structures in the subdivision. Any proposed hobby-type/storage building must be built as a permanent structure and be designed in harmony with the main dwelling. The exterior color and foundations are to match existing main dwelling with a minimum square footage of 50sq ft. Metal buildings are not allowed. Disapproval of plans, elevations, location or specifications may be based purely upon aesthetic reasons at the sole discretion of the Developer or its nominee.
  - B. The completion of improvements upon a lot shall include the landscaping of the yard, including grassing or sodding of the yard and the planting of shrubs and/or decorative plants or bushes along the front elevation of the dwelling.
  - C. No garage shall open to a street unless said garage is enclosed with a door(s).
7. **Easements:** Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material

shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easement, or which may retard the flow of water through drainage channels in the easements. The easements area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Developer reserves the right to create and impose additional easements or rights of way over any unsold lots for street, drainage and utility installation purposes by the recording of appropriate instruments and such shall not be construed to invalidate any of these covenants.

8. **TRAILERS AND MOBILE HOMES PROHIBITED:** Trailers and mobile homes, including typical double wide mobile homes are absolutely prohibited. Manufactured homes or other factory-built homes are not allowed. Furthermore, no residence or building may be moved from another location and placed or allowed to remain on any lot. Developer retains sole discretion and authority as to such approval or disapproval. Developer is exempt from this provision with respect to paragraph 31.
  9. **REQUIREMENTS FOR DRIVEWAYS:** All driveways shall be constructed of concrete and shall be maintained by the owner of a lot in a good state of repair and suitable appearance.
  10. Where driveways from a lot intersect with the public street, said driveway will abut the existing "rolled" curb, thereby keeping the "rolled" curb intact and undamaged. If during construction or otherwise, the curb or pavement adjacent to a construction site is broken, removed or otherwise damaged, the owner of the lot upon which such construction/work is being done shall bear the cost of replacing or repairing such damage to the satisfaction of the Developer.
  11. **DEVELOPER'S DISCLAIMER:** DEVELOPER AND ITS SUCCESSORS AND ASSIGNS, ITS AGENTS, CONSULTANTS AND EMPLOYEES, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED OF GOOD WORKMANSHIP, DESIGN, HABITABILITY, QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY OR ANY REPRESENTATION CONCERNING SAME, AND NO WARRANTIES OR ANY KIND SHALL ARISE AS A RESULT OF ANY PLANS, SPECIFICATIONS, STANDARDS OR APPROVALS MADE OR APPROVED BY DEVELOPERS OR ITS NOMINEES AND DEVELOPER SHALL NOT BE LIABLE TO ANY OWNER OR ANY OTHER PERSON ON ACCOUNT OF ANY CLAIM, LIABILITY, DAMAGE OR EXPENSE SUFFERED OR INCURRED BY OR THE SUBJECT MATTER OF ANY REVIEW, ACCEPTANCE, INSPECTION, PERMISSION, CONSENT OR REQUIRED APPROVAL WHICH MUST BE OBTAINED FROM THE DEVELOPER, WHETHER GRANTED OR DENIED. FURTHERMORE, DEVELOPER EXPRESSLY DISCLAIMS SUITABILITY OF A LOT FOR RESIDENTIAL CONSTRUCTION AND ALL FUTURE OWNERS SHALL BE RESPONSIBLE FOR DETERMINING THE SUITABILITY OF A LOT FOR CONSTRUCTION.
- DEVELOPER'S RIGHTS:** Developer reserves the right to change, amend, or release any of the foregoing or following restrictions as the same may apply to a particular lot without the necessity of requiring the consent or approval of any other property owner within the subdivision or any other interested party.
12. **GENERAL EASEMENTS:** Developer reserves an easement five (5) feet inside each side and twenty (20) feet at rear lot line of each lot for the installation, maintenance and repair of utilities, and storm draining facilities. Furthermore, certain lots shall be subject to an additional easement for drainage purposes as will be shown upon a duly recorded plat of MILLSGATE. All utility service lines, including cable television, telephone, electric or other utility from existing streets shall be installed underground to any dwelling or other structure located upon a lot.
  13. **SEWAGE:** Sewage disposal shall be by SEWER taps provided and connected with the approval of Spartanburg Sanitary Sewer and/or appropriate county officials.













