

DEED 76 -- U PG 030

STATE OF SOUTH CAROLINA)
)
 COUNTY OF SPARTANBURG) **DECLARATION OF COVENANTS
 CONDITIONS AND RESTRICTIONS
 OF COBBLESTONE SUBDIVISION**

THIS DECLARATION is made this 31st day of October, 2002, by
 Landmark Developers, Inc. (hereinafter referred to as "Developer" and "Declarant".)

WITNESSETH

WHEREAS, Declarant is the owner of all of the lots of land in Spartanburg County, South Carolina, located off of Sugar Ridge Road in Spartanburg County, South Carolina, and more particularly shown and described upon a plat entitled Cobblestone, prepared for Developer by James Gregory Surveying, dated March 15 2002 and recorded in Plat Book 153, Page 221, ROD office of Spartanburg County, South Carolina; and

WHEREAS, Cobblestone will be a residential community, and the Declarant desires to provide for the preservation of values and amenities of said community, to maintain the natural beauty of the real property and for the maintenance of common facilities and, to these ends, desires to subject all of the lots in Cobblestone as shown on the above plat to the within Protective Covenants, Conditions, Restrictions, Easements, charges and liens (herein referred to as Covenants and/or Restrictions) for the benefit of each and every owner in Cobblestone;

NOW, THEREFORE, Declarant hereby declares that all of the property included in the subdivision known as Cobblestone shall be held, sold and conveyed subject to the following restrictive covenants and conditions, which are imposed against the property described for the purpose of protecting the value and desirability of the property and accomplishing the systematic and uniform development of the property into a subdivision; that the covenants, conditions, easements and restrictions set forth shall run with the real property described and shall be binding upon all parties having any right, title of interest in or to the subject property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof until December 31, 2032, at which time said Covenants, Conditions, Easements, and Restrictions shall be automatically extended for successive periods of ten (10) years each, unless, By a vote of two thirds of the then owners of the lots into which the property shall have been developed, the within covenants, conditions, easements and restrictions are changed or amended, in whole or in part. In the event of such vote, the vote shall be cast by the legal title owner of each individual lot, provided further, that each lot shall have only one vote in the event that legal title thereto is held jointly or otherwise by more than one (1) person.

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DEED 76 -- U PG 031

1. **DEFINITION.** The following words when used herein (unless the context shall require a different meaning) shall have the following meaning:
 - A. "Subdivision" shall mean and refer to all of the lots and property shown upon plat of "Cobblestone" referred to above and upon any subsequent plat prepared for the Developer, recorded in the ROD Office of Spartanburg County and reference to any amendment or modification to this instrument.
 - B. "Common Properties" shall mean and be referred to as all lands not plated as lots now or in the future and or public rights of way to be maintained as a landscaped area within Cobblestone, together with all street lights, sprinkler systems, street signs, entrance signs, landscaping, and water meters located within such area.
 - C. "Developer" shall mean and refer to Landmark Developers, Inc.
 - D. "Lot" or "lot" shall mean and refer to any numbered parcel of land shown upon the above-referenced plat of Cobblestone prepared for the Developer, recorded in the ROD Office of Spartanburg County and referenced in this instrument or any amendment or notification thereto.
 - E. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot situated within Cobblestone, but notwithstanding any applicable theory of mortgage law, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding or deed in lieu of foreclosure.
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 and a private, attached double garage.
3. **SUBDIVISION OF LOTS.** Developer or any subsequent owner of a lot, with the prior written consent of Developer or its nominee, may sell and 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. 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. Nothing herein, however, shall prevent two lot owners from making an equal exchange to alter a lot line with the written consent of the Developer.

