

DEVELOPERS will review and provide written approval of the plans and dwelling description. Failure to provide the DEVELOPERS with plot plans and dwelling description shall in no way be a defense against violating the restrictions. The DEVELOPERS retain the discretion to disapprove the plans if not in conformance with the restrictions and the general development of the subdivision. The DEVELOPERS also may disapprove plans purely for aesthetic reasons deemed reasonable by the DEVELOPERS.

3. Written Approval Required - Except as otherwise stated herein, no home, garage, carport, driveway, playhouse, fence, wall, swimming pool, antenna, fuel tank, tennis court, garbage receptacle, clothesline, mailbox, nor any other structure or improvement, shall be commenced, erected or maintained upon the property, nor shall any exterior addition to any existing structure or change or alteration thereto to be done, until complete, final plans and specifications thereof showing the nature, kind, shape, height, materials, basic exterior finishes and colors, site location, floor plans and all elevations on all sides of the structure, containing the names of the builder or contractor and the owner, have been submitted to and approved in writing by the DEVELOPERS. Plans and specifications will be deemed approved if not rejected within ten (10) days after submission to DEVELOPERS.

4. Building Standards - All construction and improvements must meet or exceed the minimum residential building standards set forth in various Codes and Publications of the Council of American Building Officials for One and Two Family Dwelling Units, or of any successor organization. No dwelling shall be erected unless it contains the minimum required square footage of enclosed dwelling area. The term "enclosed dwelling area" as used in these minimum size requirements shall mean the total enclosed area within a dwelling that is served by heat and completed for occupancy; provided, however, that such term does not include garages, boat sheds, terraces, decks, open porches, and the like areas; provided further, that shed-type porches, even though attached to the house are specifically excluded from the definition of the aforesaid term "enclosed dwelling area." The minimum enclosed dwelling area shall not be less than 2000 square feet. In no case shall concrete block be exposed, if used for foundation or any wall, it shall be stuccoed or brick veneered.

5. Minimum Setback Lines - are described on said Plat; also the DEVELOPERS shall have the right to control the maximum setback lines and may require dwellings to be staggered purely for aesthetic reasons. No improvements shall be located closer than 40' to the front of any lot, closer than 15' to the side of any lot, or closer than 40' to the rear line of any lot (refer to setback lines on revised plat, dated December 10th, 1997).

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

7. Prohibited Building Materials. Concrete blocks, cement bricks or concrete walls shall not be used in the construction of any building, garage or hobby-type/storage building unless the exterior of same is faced with brick or stone, stucco, or some other material approved by DEVELOPER, or its nominee. No asbestos shingles or asbestos siding shall be used for the exterior of any building or structure. No building or structure may have more than 15% vinyl, masonite or other type siding on the exterior and balance shall be in brick, stone, stucco or wood unless approved in writing by DEVELOPER, or its nominee.

8 Garages - All garages shall be enclosed by doors, and such doors shall not directly face any street on which the lot abuts, unless approved in writing by DEVELOPER.

9. Trees - No trees nor any flowering trees may be removed nor may any major clearing of small trees be performed without the approval of the DEVELOPERS.

10. Maintenance of Lot - Every owner of an unimproved lot shall keep property free of debris and unsightly underbrush, weeds or other unsightly vegetation. In the event that the DEVELOPERS deem that the lot or tract is being maintained in violation of this paragraph and that such violation should be corrected, the DEVELOPERS shall give reasonable notice to the owner to correct the appearance of such lot or tract. If after thirty days, such Owner has failed to correct same, the DEVELOPERS may enter upon the property to correct its conditions and assess the Owner for the costs thereof, which assessment may be filed as a lien against such lot or tract, as provided herein.

11 No Subdivision - Unless approved in writing by the DEVELOPERS, no Lot shall be subdivided, nor shall the boundary lines of any such Lot or Tract be changed. Two or more lots may be combined for the purpose of creating a larger lot, but no portion of any such combined lots may be subdivided or sold without written approval of the DEVELOPERS. The DEVELOPERS reserve the right to replat any lot or tract still owned by the DEVELOPERS and shown upon recorded plats of the property in order to modify the boundary lines and to take such other steps reasonably necessary or desirable to make such re-platted lot or tract suitable and fit as a building site to include, but not be limited to, the relocation of easements, walkways, right of way and roads.

12 Sewage All sewage shall be disposed of through the Spartanburg Sanitary Sewer District system.

13. No Commercial Activity - No industry, business, trade, occupation or profession open to the general public, whether commercial or otherwise, shall be conducted, maintained or permitted on any part of the property

14. Recreational Vehicles - Any camper, boat, trailer, motor home, recreational or commercial vehicles must be stored behind the closed doors of the garage, or located where it cannot be seen from the street. No motorcycles, motorbikes, minibikes, go-carts or other small vehicles shall be operated on any lot. No trailer, tent, barn, tree house or other similar outbuilding or structure shall be permanently placed on any lot at any time. No bus, transfer tractor, transfer trailer or tractor-trailer combinations shall be allowed in Andrews Farm, Section I Subdivision at any time except for loading and unloading. Also, no other trucks with a total length of over eighteen (18) feet shall be allowed at any time, except for loading and unloading.

15. Outside Pets - Such as cats, dogs, or caged birds may be kept in reasonable numbers, provided they are kept in fenced areas or on leashes. House pets such as fish, hamsters and gerbils are permitted

16. Grade Changes - The established grade of a lot is not to be changed by any individual so as to adversely affect an adjacent property owner or owners. All major site work and grading shall be approved by the DEVELOPERS. Each lot owner and his contractor, subcontractors and other agents shall take full responsibility for controlling surface water run-off and sediment that may adversely affect any other property.

17. No 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, or device or thing of any sort whose normal activities or existence will in any way diminish or destroy the enjoyment of other property in the neighborhood by owners thereof.

18. No signboard shall be displayed on any lot except "For Sale" and such sign shall not be more than 2' x 3' in size except the DEVELOPERS shall have the right to use additional signs for development of the subdivision

19. Each lot owner shall provide space for parking two (2) automobiles off the street prior to the occupancy of any dwelling constructed on said lot in accordance with reasonable standards established by the DEVELOPERS. The parking area and driveway of all dwellings shall be paved with asphalt, or concrete, or other material if approved by the DEVELOPERS.

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20. If garbage or trash is to be kept outside the dwelling area, each lot owner shall provide receptacles for such in a screened area or provide underground receptacles or similar facility

21. As noted on said Plat, all lots are subject to a drainage and utilities easement on all lot lines except on front lines adjoining the road right-of-ways. Additional easements are specified on said plat.

22. 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 construction.

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

24. All fencing location, material and size, must be approved by the DEVELOPERS. No metal chain link fencing will be allowed.

25. The DEVELOPERS have installed street lighting, a detention pond, and brick and wooden fences to enhance the beauty and enjoyment of the subdivision. All lot owners acknowledge by acceptance of a deed to be responsible for 1/11 of all cost of maintenance, operation, repair, rebuilding or re-installing of these systems along with appropriate landscaping along the entrance.

26. Exposed satellite dishes will NOT be permitted in Andrews Farm, Section I.

27. All mailboxes in Andrews Farm, Section I must be approved by the DEVELOPERS. The DEVELOPERS will initially supply these mailboxes, at cost, to the lot owners, but the DEVELOPERS have no future duty relative to the mailboxes.

28. The restrictions, covenants, and building standards contained herein are to run with the land and shall be on all parties and all persons claiming under the grantors until January 1, 2017, at which time said restrictions, covenants, and standards shall automatically renew unless a majority of all the lot owners in the Andrews Farm, Section I subdivision shall agree in writing at least thirty (30) days before January 1, 2017, to extend the time of said restrictions, covenants and standards.

- 29. Restrictions may be amended anytime by approval of 10 of 11 lot owners in writing.
- 30. DEVELOPERS reserve the right to amend these restrictions without the approval of any lot owner during the development of the project or until all lots have been sold.

ASSESSMENTS

31. Initial Assessment - Beginning January 1, 1997, the annual assessment shall be Three Hundred Dollars (\$300.00) per lot. This assessment shall be paid before January 10th of each year. The purpose of this assessment is to establish a fund for payment of the cost of maintenance, operation, repair, rebuilding, and re-installing as outlined in Item 25 of this agreement.

32. The lot owners shall designate one (1) lot owner to be in charge of collecting the assessment fee in January of each year and also of dispersing any charges, levies or expenses of the system outlined in Item 25.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be signed and sealed by its duly authorized officers or agents as of December 19, 1997

In the Presence of :

Anderson and White, Inc

Cathy A. Phlips

By: W. Lewis White
W Lewis White, President

Betty J. Phillips

DEE-2016-58424



DEE BK 114-J PG 40-51

Recorded 12 Pages on 12/29/2016 11:49:32 AM
Recording Fee: \$18.00
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
Dorothy Earle, Register Of Deeds

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

EXTENTION OF DECLARATION OF COVENANTS AND
RESTRICTIONS ANDREWS FARM SECTION I

Whereas, Andrews Farm Section I contains 11 lots as shown on a plat of Andrews Farm Section I surveyed by Neil R. Phillips, dated March 6, 1997, and recorded in Plat Book 137 at Page 249 the Register of Deeds of Spartanburg County;

Whereas, certain restrictive covenants entitled "Declaration of Covenants and Restrictions Andrews Farm Section I" were properly executed on December 19, 1997 and recorded December 30, 1997 at Deed Book 67-B at Page 847;

Whereas, the, "Declaration of Covenants and Restrictions Andrews Farm Section I" provide for the expiration of the "Declaration of Covenants and Restrictions Andrews Farm Section I" on January 1, 2017, unless a majority of the owners within Andrews Farm Section I sign in agreement extending the "Declaration of Covenants and Restrictions Andrews Farm Section I";

Whereas, the majority of the lot within Andrews Farm Section I desire to extend the "Declaration of Covenants and Restrictions Andrews Farm Section I" until January 1, 2037;

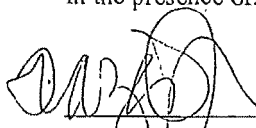
NOW, THEREFORE, Pursuant to Paragraph 28 of the "Declaration of Covenants and Restrictions Andrews Farm Section I", recorded in Deed Book 67-B at Page 847, the undersigneds, as owners of lots within Andrews Farm Section I, do hereby agree to extend the, "Declaration of Covenants and Restrictions Andrews Farm Section I" until January 1, 2037.

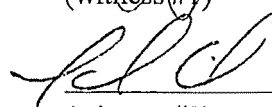
SIGNATURE PAGES FOLLOW

I being the record owner of 118 Sycamore Court, Spartanburg, SC 29302- located in Andrews Farms Section I acting pursuant to paragraph number 28 of the Declaration of Covenants and Restrictions recorded in Deed Book 67-B page 847 in the Register of Deeds Office of Spartanburg County do by affixing my signature below agree to extend said Declaration in full force and affect until January 1, 2037 unless amended or extended in accordance with the provisions of the Declaration.

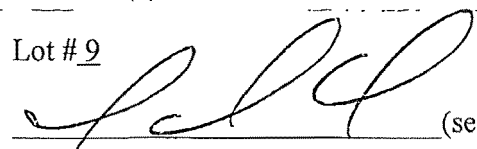
SIGNED SEALED AND DELIVERED
in the presence of:

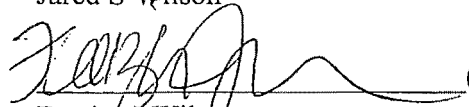
OWNERS(S):



(witness #1)


(witness #2)

Lot # 9
 (seal)

Jared S Wilson
 (seal)

Frazier J Wilson

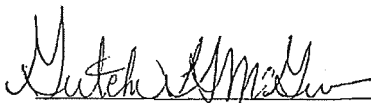
STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

ACKNOWLEDGMENT

I, Gretchen H. McGuinn, Notary Public for the State of South Carolina, do hereby certify that the above-signed Jared S Wilson and Frazier J Wilson in Andrews Farm Section I personally appeared before me this day and acknowledged the date execution of the foregoing instrument.



Sworn and subscribed to before me this
17 day of October, 2016



Notary Public for South Carolina
My Commission Expires: 9/19/20

