

DEED 42-X PAGE 0237

STATE OF SOUTH CAROLINA )  
 ) RESTRICTIVE COVENANTS  
COUNTY OF SPARTANBURG )

WHEREAS, Newton T. Clark, Jr., Loretta C. Parker and Gerene C. Gales are the owners of a certain tract of 140 approximately twelve acres of the Clark Estate (adjacent to the property of the Spartanburg Water Works) west of S. C. Highway #9 wherein there is a proposed subdivision development of twenty (20) residential lots, and

RECORDED  
1975 JUN 24 PM 4:23  
SPARTANBURG, S.C.

WHEREAS, surveys and plats have been made for Lots Nos. 3 and 4 entitled Clark Estates made by Archie Deaton on June 17, 1975.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT we, Newton T. Clark, Jr., Loretta C. Parker and Gerene C. Gales, being the owners in fee simple of Lots Nos. 3 and 4, as shown upon the aforementioned plat of the Clark Estates, for and in consideration of the mutual benefit to the property owners of lots in the development of the property, do hereby impose on the property the following conditions, restrictions, protective covenants, easements and reservations, and the acceptance of a conveyance of any lot in said tract shall bind the purchaser, his heirs and assigns, to the acceptance and observance of said covenants and restrictions:

1. Said property shall be used for single family residence only and no more than one small building of like quality to the residence where approved as provided in Paragraph 9.
2. No lot shall be subdivided nor shall more than one house be erected on any one lot, but any person may use one lot and a portion of one lot or more for one house.
3. No buildings of a temporary structure, shacks, garages, tents, barns or other buildings shall be used for residential occupancy, nor shall a trailer or mobile home be allowed on property.
4. No residential building shall be built to contain less than 1600 square feet of heated living area and if more than a one story building, there shall not be less than 1200 square feet of floor area on the first floor and no less than 2000 square feet of total floor area. Concrete blocks shall not be used in the construction of any house, unless the exterior walls are faced with brick or covered with some other material approved by Newton T. Clark, Jr., Loretta C. Parker, and Gerene C. Gales, or such person appointed for such purpose by the owners.

## DEED 42 X PAGE 238

5. No building shall be constructed closer than the recorded front setback line (as shown on plat) nor nearer than 10' to any side lot line. All dwellings to be erected on any of such lots shall face the street as shown by the building line on said plat.

6. No business or offensive trade or activity which may be or might become an annoyance to the neighborhood shall be permitted on said premises. Nor shall any commercial activity regarding the raising of livestock of any nature be permitted.

7. No lot shall be used for schools, kindergartens or churches.

8. All cutting of trees outside of the building site will be in such a manner so as to leave the lot wooded.

9. No building shall be erected on any lot until the design and location thereof have been approved in writing by Newton T. Clark, Jr., LoRetta C. Parker and Gerene C. Gales, or such person as may be appointed for that purpose by the owners. If Newton T. Clark, Jr., LoRetta C. Parker and Gerene C. Gales, or such person appointed for that purpose by the owners shall not approve the design and location within thirty (30) days after the same have been submitted, then such approval shall not be required provided the design and location of the house shall conform to and be in harmony with the existing structures in the development. No person violating this Article, nor their heirs or assigns, shall be entitled to plead or assert the defense of estoppel in regard to any building located or designed, or constructed, without compliance herewith.

10. No connection to the water line in the street shall be made except by the Spartanburg Water Works. The Spartanburg Water Works will tap the line and put a meter and meter box on the lot at their usual cost to the owner of the lot. The Spartanburg Water Works will not maintain the water line and water connections to each lot until such future date as the Water Works may be in a position to serve directly.

11. An easement is reserved within 10' of the side lines for installation, maintenance and repair for storm drainage, for water lines and other utilities as shown on the plat to be recorded herewith.

12. Invalidation of any one of these covenants by judgement or court order shall in no wise effect any of the other provisions, which shall remain in full force and effect.

13. The covenants and restrictions contained herein are to run with the land and shall be binding on all parties and all persons claiming under the grantors until January 1, 2000, at which time said covenants and restrictions shall terminate unless a majority of all of the lot owners in the subdivision shall agree in writing at least thirty (30) days before January 1, 2000, to extend the time of said covenants and restrictions.

14. 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 sewerage lines approved by the Spartanburg Sanitary Sewer District and State Board of Health and Environmental Control.

15. Newton T. Clark, Jr., LoRetta C. Parker, and Gerene C. Gales, their heirs, successors or assigns, or any purchaser of a lot in the subdivision shall have the right to enforce compliance with these provisions.

DEED 42 X PAGE 239

IN WITNESS WHEREOF, I have hereunto set my hand and seal

this 20th day of June, 1975.

Signed, sealed and delivered in the presence of:

Marguerite Parker  
James P. Parker  
As to Newton T. Clark, Jr.

Newton T. Clark, Jr. (SEAL)  
Newton T. Clark, Jr.

Marie R. Smith  
Ethel B. Roberts  
As to Loretta C. Parker

Loretta C. Parker (SEAL)  
Loretta C. Parker

Marie R. Smith  
Ethel B. Roberts  
As to Gerene C. Giles

Gerene C. Giles (SEAL)  
Gerene C. Giles

STATE OF GEORGIA )  
COUNTY OF Fulton )

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named Loretta C. Parker and Gerene C. Giles sign, seal and as their act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.

Subscribed to before me this 20 day of June, 1975.  
Ethel B. Roberts (SEAL)  
Notary Public for Georgia  
My Commission expires:

ETHEL B. ROBERTS  
MY COMMISSION EXPIRES AUG. 7, 1976

Marie R. Smith

DEED 42 X PAGE 240

STATE OF GEORGIA )  
COUNTY OF Fulton ) PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named Newton T. Clark, Jr. sign, seal and as their act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this

23<sup>rd</sup> day of June 1975

*Jacqueline S. Swain*  
Notary Public for Georgia  
My Commission expires:

*Dequini Park*



Notary Public, Georgia, State at Large  
My Commission Expires Feb. 8, 1977

STATE OF SOUTH CAROLINA            )  
   )  
 COUNTY OF SPARTANBURG            )

CONDITIONS, COVENANTS,  
 RESTRICTIONS AND RESERVATIONS

EX PARTE: STABILITY CONSTRUCTION, LLC

WHEREAS, STABILITY CONSTRUCTION, LLC is the owner of that certain tract of real property consisting of 15.30 acres, more or less, as shown on a survey prepared for Jamie DeSimone by Gramling Brothers Surveying dated May 29, 2003 and recorded in Plat Book 154 at page 445, Register of Deeds for Spartanburg County, and also that certain tract of real property designated as Lot 22, consisting of 0.594 acres, more or less, shown on a survey prepared for Loretta C. Parker by Archie S. Deaton & Associates dated November 8, 1993 and recorded in Plat Book 123 at page 50, Register of Deeds for Spartanburg County (said Lot 22 being adjacent to the 15.30 acre tract); and

WHEREAS, STABILITY CONSTRUCTION, LLC, is desirous of creating and putting into effect for the mutual protection of itself and its successors and assigns, and subsequent purchasers of said property, the protective Conditions, Covenants, Restrictions and Reservations contained herein;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that STABILITY CONSTRUCTION, LLC, being the owner of the real property described above, for and in consideration of the mutual benefit of itself and its successors and assigns, and future purchasers and owners of said property, does hereby impose on the above-referenced real property the following Conditions, Covenants, Restrictions, and Reservations, and by the acceptance of the conveyance of any part of said real property, the purchaser thereof shall bind himself/herself, his/her heirs and assigns, to the acceptance and observance of said Conditions, Covenants, Restrictions, and Reservations:

DEE-2004-30123  
 Recorded 4 Pages on 6/11/2004 2:45:13 PM  
 Recording Fee: \$10.00 Documentary Stamps: \$0.00  
 Office of Registrar of Deeds, Spartanburg, S.C.  
 Stephen Ford, Register



1. The real property as shown upon the above-referenced plats shall be known, described and used as residential property.

2. No lot that is hereafter conveyed by Stability Construction, LLC to any third party shall be re-subdivided for buildings, except when owners of adjoining lots shall jointly purchase said lots which results in the lots conveyed by Stability Construction, LLC being increased in size. In case any lot is re-subdivided under the provision of this paragraph, all combined lots shall be considered as one lot and all building restrictions set forth herein shall be complied with.

3. Single family dwellings only are permitted upon the above-referenced real property along with the necessary out buildings and garages. Residences must have an exterior surface of vinyl siding, brick or cement board siding, or other types of surfaces which are approved in writing by Stability Construction, LLC prior to the commencement of construction. Each one-story residence erected upon the property shall contain a minimum of One Thousand Six Hundred (1,600) square feet of heated floor space. Each two-story residence erected upon the property shall contain a total minimum of Two Thousand (2,000) square feet of heated floor space, with a minimum of One Thousand Two Hundred (1,200) square feet of heated floor space on the first floor or ground level. No residence shall be greater than two stories. All residences must have a garage with the capacity to house at least two (2) cars. All out buildings except garages shall be located to the rear of the main residence and shall be constructed with new materials and built in a professional like manner.

4. No building of any type shall be erected nearer to any side lot line than ten (10) feet and must observe the thirty (30) foot setback line from any road or street right of way.

5. All septic tanks are to be approved by the State Board of Health

6. No noxious or offensive trade shall be carried on upon any tract or lot, or parcel, nor shall anything be done thereon which may be or become an annoyance or nuisance to the

neighborhood. No swine, goat, poultry or sheep shall be maintained on the property.

7. No vehicle which does not have a current license plate on it may remain on the premises for more than thirty (30) days unless garaged.

8. No mobile home, double wide or modular home shall be erected on the lot or parcel or tract of land and shall not at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary nature be permitted.

9. No sign board shall be displayed on the property except "For Sale" or "For Rent" which sign shall not be more than two by three feet (2' x 3') in size.

10. An easement is reserved within five (5) feet of the front, rear and side lot lines of each tract or lot or parcel of land for the installation, maintenance and repair utilities, including, but not limited to power, water, telephone and cable television.

11. All lawns and landscaping must be well-groomed and professionally maintained, with grassy areas regularly mowed.

12. The provisions herein set out are and shall be taken as covenants running with the land and shall run with and be binding upon the lots or tracts or parcels of land herein referenced, and shall inure to the benefit of and be enforceable by the individual lot owners, their heirs, successors and assigns, and the failure by them to enforce any condition, restriction, covenant or agreement contained herein shall in no event be deemed a waiver of the right to do so thereafter, as to the same breach, or as to one occurring prior to or subsequent thereto.

13. Stability Construction, LLC, its successors and assigns, or any purchaser of a lot within the subdivision shall have the right to enforce compliance with these provisions and/or seek damages for violations of these provisions, along with reasonable costs and attorney's fees for the enforcement thereof.





