

DEEDS 9A PG 930

RECORDED
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R.M.C.
SPARTANBURG, S.C.

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG) DECLARATORY STATEMENT OF COVENANTS
RESTRICTIONS TO RUN WITH LAND

L.P. Pitts Development Corporation, fee owner of real estate known as Wilson Ferry, Section One, plats 1 and 2, located in Spartanburg County, South Carolina, and being shown and described on a plat made by Wolfe & Huskey Inc. dated May 19, 1992, recorded in Plat Book 117 at Pages 300 and 301 in the R.M.C. Office for Spartanburg County, hereby makes the following declaration of limitations, restrictions and uses to which the lots shown on the plat referred to constituting Wilson Ferry, may be put, and hereby specifies that such declaration shall constitute a covenant to run with the land as provided by law which shall be binding on all parties and all persons claiming under them, and for the benefit of and limitation on all future owners of property in Wilson Ferry.

The purpose of these restrictions is to insure the use of the property for residential purposes only, to prevent nuisances, to increase attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each lot owner the full benefit and enjoyment of his property with no greater restriction on the free and undisturbed use of his property than is necessary to insure the same advantage to other property owners.

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

1. All numbered lots shall be used for residential purposes exclusively, except that L.P. Pitts Development Corporation may choose to operate a sales office within the subdivision.
2. All site and house plans and specifications for proposed construction must be approved by three representative property owners elected by the Property Owners Association.
3. A Property Owners Association is to be formed by the property owners in Wilson Ferry. This association shall be formed in order to enhance the aesthetic quality of the development, the natural beauty of the environment, and the overall structural character of the neighborhood.

The Property Owners Association shall administer an initial joining fee and subsequent yearly membership dues. All property owners shall pay an initial five hundred dollar (\$500.00) non-transferrable fee at time each lot is

purchased. All pre-development owners shall pay this fee on or before November 1, 1992.

The annual dues will be \$250.00 a year initially. After one year, the Property Owners Association can adjust the amount of the yearly dues, with a majority vote, in order to cover expenses incurred by the Association. The dues will be payable by May 15 of each year starting May 15, 1993.

The dues paid will allow each property owner to share proportionally in the cost of street lighting, pool maintenance, tennis court lighting and other expenses deemed reasonable incurred by the association.

4. The Association will have the authority and the responsibility to enforce the covenants and restrictions. The association will appoint two (2) representatives to serve on the Architectural Review Committee with a representative of L.P. Pitts Development Corporation to approve house and site plans.
5. No home may be constructed with a heated living area of less than one thousand eight hundred (1800) square feet. The square footage of a basement, liveable or not, may not be used in the calculation of heated living area.
6. A two-car garage is required for all homes. Garages may not be counted as heated square footage and must be a part of the house or attached to the house by permanent structure, such as a breezeway. Homes with less than 1000 heated square feet on the first floor may not have a basement garage. Any garage that faces a public street must have a door(s) that shields the contents of the garage from public view. Such door(s) should remain closed except for reasonable periods of use.
7. No structure shall be erected upon a lot other than one detached single family dwelling and one small accessory building if built in harmony with the main dwelling house. Any such building must be approved by the Architectural Review Committee before it is constructed.
8. No lot may be subdivided.
9. No trailer, mobile home or shack may be erected on any lot, temporarily or permanently. Nor shall any temporary structure be used as a residence.
10. No concrete block shall be exposed on any building. Outside walls must be faced with brick, stucco, stone, vinyl siding or comparable material. Painted block is unacceptable.

11. No building shall be located nearer the front of any lot than the building line recited in the deed conveying such lot, or as shown on the recorded plat of the subdivision. Such line shall be thirty (30) feet from front lot line and fifteen (15) feet from side lot lines. All other easements and right-of-ways are shown on the recorded plat of the subdivision.
12. No fence shall be permitted any nearer the street than the rear corner of the dwelling. An exception will be made for the home located at 395 Wilson Ferry Road as to the location of a decorative fence. On corner lots the fence may not come closer to the side street than the side of the house nearest the street. Fencing shall not exceed six (6) feet in height. Dog pens not larger than 20' by 20' constructed of painted or stained board or chain link type fencing material may not be visible from the street. Chain link fencing is prohibited for other than dog pens as outlined above.
13. Clothes lines shall not be permitted except in screened areas which are not visible from the street.
14. All garbage and trash receptacles must be contained within a fenced or hidden area, hidden from public view.
15. Satellite dishes and antennas, other than regular TV antennas mounted to the house, are prohibited.
16. All tools, lawn mowers, automobiles with conspicuous advertising, campers, commercial vehicles, or vehicles of any type whose capacity exceeds one-half (1/2) ton must be concealed from public view. No such vehicle shall be parked on any lot, driveway or open carport between six o'clock (6:00) p.m. and seven o'clock (7:00) a.m. any day of the week, or at any time of the day or night on Sunday. Any owner using any such vehicle must garage same. No inoperable or unlicensed automobiles, boats, or campers may be parked forward of the back line of the dwelling unless screened from the street and adjoining properties.
17. No signboards shall be displayed on any residential lot except "For Sale" and such signs not more than two (2) feet by three (3) feet.
18. Uniform mailboxes are required, the style of which will be determined by the officers of the Property Owners Association.
19. No fuel tank shall be exposed to public view.
20. No private vehicle of any sort shall be parked permanently on any street or roadway within the development.

21. No animals, livestock, or poultry of any kind shall be bred, raised or kept on any lot, except that dogs, cats, and other household pets may be kept provided that they are not bred or maintained for any commercial purposes and provided further that they are kept on the owner's premises and under leash control if accompanied by owner off premises.
22. No noxious or offensive activity shall be carried on upon any portion of the properties, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any owner in this development.
23. In the interest of health and sanitation, and so that the land above described and all other land in the same locality may be benefitted by a decrease in the hazards of air and stream pollution and by the protection of water supplies, recreation, wildlife, and other public uses thereof, property owners will not use any lot in any manner or for any purpose which may result in the pollution of the air or any waterway which flows through or is adjacent to such property. Open air burning and collection of any material which might tend to pollute the air or water or otherwise impair the ecological balance of the surrounding land is prohibited.
24. L.P. Pitts Development Corporation reserves to itself and its successors and assigns, an easement along the side and rear lot lines of each lot for the construction, maintenance, replacement, removal, and extension of underground electric, telephone, water, and other utility service lines. Said easement shall be twenty (20) feet wide, ten (10) feet on each side of common lot lines. The term utility lines shall be construed to include necessary transformers or other equipment which good engineering practices require placing above ground to use with underground utility installations. Drainage easements are also reserved within the same bounds, or as shown on the recorded plat of the subdivision.
25. All dwellings shall connect to the public water supply and there shall be no wells in the subdivision used to provide potable water except where such wells exist before recording of these restrictions.
26. Each and all of the covenants, conditions, and restrictions contained herein shall be deemed and construed to be continuing; no waiver of a breach of any of the covenants, conditions, or restrictions herein contained shall be construed to be a waiver of any other breach of the same.
27. Invalidity of any one or more of these covenants and restrictions shall in no way affect any of the other covenants and restrictions, and they shall remain in full force and effect.

28. These covenants, restrictions, and conditions shall continue in full force and effect until December 31, 2005, and shall thereafter be automatically extended for successive periods of ten (10) years each, unless by a duly executed and recorded instrument the then owners of fifty percent or more of the lots shown on all of the recorded plats designated as part of the Wilson Ferry development elect to terminate or amend the restrictions in whole or in part.
29. The Architectural Review Committee heretofore provided for, the Property Owners Association heretofore provided for, any owner, their heirs, successors, and assigns shall have the right to proceed against any party in violation of these restrictions and covenants and to compel a compliance to the terms hereof and to prevent the violation or breach in any event.

In WITNESS WHEREOF L.P. Pitts Development Corp. has caused its name to be signed hereto by its duly authorized officer, and its seal affixed this 15th day of July 1992.

WITNESSES:

L.P. Pitts Development Corp:

Hevia M. Emery
Karen J. Mundy

Susan Pitts Glenn
Susan Pitts Glenn, President

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF SPARTANBURG)

Personally appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named L.P. Pitts Development Corp. by Susan Pitts Glenn, its President, sign the within instrument, and as its act and deed deliver the same, and that (s)he with the other witness whose name is subscribed above, witnessed the execution thereof.

Hevia M. Emery

SWORN TO before me this
15th day of July, 1992.

Karen J. Mundy
Notary Public for South Carolina
My Commission Expires: 1-6-98

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