

## ***CARLISLE PLACE***

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DEEDS 2--YPC 969

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STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

DECLARATION OF  
PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS AND  
EASEMENTS OF CARLISLE PLACE  
PHASE I LOTS 1-42 LOTS 89-91

THIS DECLARATION is made this 5th day of July, 1995, by White and Associates, Incorporated, A South Carolina Corporation (hereinafter referred to as "Developer").

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

WHEREAS, Developers is the owner of certain lots of land in Spartanburg County, South Carolina, located on Parris Bridge Road, Spartanburg County, S.C. and more particularly described upon a plat entitled Carlisle Place prepared by Neil P. Phillips & Company, Inc. and recorded in Plat Book 129, Page 236 RMC Office for Spartanburg County, S.C.

WHEREAS, Carlisle Place will be a residential community, and the Developer desires to provide for the preservation of values and amenities of said community and for the maintenance of common facilities and, to these ends, desires to subject all of the lots in Carlisle Place 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 Carlisle Place, and

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 Carlisle Place the following covenants, conditions, restrictions, easements, charges and liens, which shall bind the Developer, its successors and assigns, and all future owners of said lots, their respective heirs and assigns:

The covenants and restriction contained herein shall run with the land and shall be binding upon all parties and persons claiming under the undersigned owner for a period of twenty years from the date these covenants and restrictions are recorded; after which time the said covenants and restrictions shall be automatically extended for such successive periods of ten years each unless an instrument signed the majority of the then owners of lots in the said development has been recorded.

1. PRORATION OF CERTAIN EXPENSES: As of January 1, 1996 all lot owners of record of Carlisle Place agree to pay their pro-rata

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share of expenses associated with the maintenance and upkeep of all street lights, street signs, entrance signs, entrance lights, directional signs, the brick columns and the iron work at the entrance, and landscaping along the burms and common area around the pond. The developer shall send each lot owner a separate invoice for their pro-rata share of these expenses by December 31st of each year. All purchasers of lots by acceptance of their deed from the developer agree to comply with all provision of these restrictions in a timely fashion.

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 1/2 stories in height and if approved in advance in writing, a private detached garage or a hobby-type/storage building.

3. SUBDIVISION OF LOTS. Developer or any subsequent owner of a lot, with 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. 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 plats of Carlisle Place.

4. MINIMUM HEATED AREA. No dwelling shall be erected on any lot having less than two (2) bathrooms and no less than fourteen hundred (1400') square feet of heated floor area, provided that the plans include a double garage. If the plans do not include an attached double garage, then the dwelling shall contain a minimum of sixteen hundred (1600') square feet of heated floor area. If the dwelling has a second story, the first floor must have no less than eight hundred (800') square feet of heated floor area. The floor space required by this article shall not include basements, porches, verandas, breezeways, terraces, garages, or hobby-type/storage buildings.

5. SEWAGE DISPOSAL. All sewage disposal shall be by septic tank and constructed with the approval of the State Board of Health and any appropriate county official. No construction shall begin prior to appropriate approvals and permits.

6. BUILDING SETBACK LINES. No building or portion of a

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building, including stoops, verandas, 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 master plat of Carlisle Place referred to in the deed to such lot from Developer, nor nearer than ten (10') feet to any side lot property line. Nonetheless, Developer reserves the right and privilege, upon showing of special, unique or unusual circumstances to give a waiver to any setback line encroachments 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.

7. 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, location, specifications and driveway have been approved in writing by Developer or its nominee. If such shall not be approved or disapproved within thirty (30) 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. Disapproval of plans, elevations, location or specifications may be based purely upon aesthetic reasons in 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 the grassing or sodding of the yard and the planting of shrubs and/or decorating plants or bushes along the front elevation of the dwelling.

C. No garage shall open to the front of a house unless said garage is enclosed with a door or doors. Developer reserves the right to grant a waiver or variance to this provision, but only in cases where compliance creates an undue hardship as a result of the configuration or terrain of a lot. Any such waiver from the Developer is required to be in writing to constitute a valid waiver.

8. 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 65% vinyl, masonite or other type siding on the exterior and balance shall be in brick or stucco, unless approved by Developer or its nominee.

9. TRAILERS AND MOBILE HOMES PROHIBITED. Trailers and mobile

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homes, including typical double-wide mobile homes, are absolutely prohibited. Manufactured homes or other factory-built or pre-built homes shall not be erected or installed on a lot. 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.

10. REQUIREMENTS FOR DRIVEWAYS. All driveways shall be constructed of either asphalt paving or concrete and shall be maintained by the owner of a lot in a good state of repair and suitable appearance. 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 OR 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 OF ANY KIND SHALL ARISE AS A RESULT OF ANY PLANS, SPECIFICATION, 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 THREATENED AGAINST ANY OWNER OR SUCH OTHER PERSON ARISING OUT OF OR IN ANY RELATED TO THE SUBJECT MATTER OF ANY REVIEW, ACCEPTANCE, INSPECTION, PERMISSION, CONSENT OR REQUIRED APPROVAL WHICH MUST BE OBTAINED FROM THE DEVELOPER, WHETHER GRANTED OR DENIED.

12. FILL DIRT. SOME OF THE LOTS MAY HAVE BEEN FILLED BY THE DEVELOPER OR ITS PREDECESSORS IN TITLE. NO REPRESENTATION IS MADE AS TO THE CONDITION AND QUALITY OF THE SOIL ON ANY LOT. ALL PROSPECTIVE PURCHASERS OF LOTS SHALL BE PRESUMED TO HAVE EXAMINED AND INSPECTED A LOT IN DETAIL PRIOR TO CLOSING, AND TO HAVE DETERMINED THE LOCATION AND EXTENT OF ANY FILL UPON SAID LOT. NO BUILDING SHALL BE ERECTED ON ANY LOT UNTIL THE OWNER OF THE OWNER'S CONTRACTOR SHALL HAVE DEFINITELY DETERMINED FIRM FOOTINGS. THE BUILDING LINE UPON THE PLAT IS NOT A REPRESENTATION THAT ANY DETERMINATIONS HAVE BEEN MADE AS TO THE SUITABILITY FOR BUILDING. ALL PURCHASERS SHALL BE PRESUMED TO HAVE READ AND AGREE TO BE BOUND BY THESE RESTRICTIVE COVENANTS.

13. GENERAL EASEMENTS. Developer reserves a 5 foot easement inside each side and rear lot line of each lot for the installation, maintenance, and repair of utilities, and/or other drainage facilities. Furthermore, certain lots shall be subject to an additional easement for drainage purposes as will be shown upon a duly recorded plat of Carlisle Place. All utility service lines, including cable television, telephone, gas, electric or



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other utility, from existing streets shall be installed underground to any dwelling or other structure located upon a lot.

14. FENCING. No wire or metal fencing shall be erected on any lot from the rear corner of the residence erected thereon to the front of the lot. Wooden fencing shall be permitted from the rear corner of the house to the front of the lot, provided, however, that no such wooden fence shall exceed three (3') feet in height. Wire, metal or wooden fencing shall be permitted on any lot from the rear corner of the residence erected thereon to the rear of the lot, provided, however, that no such fence shall exceed five (5') feet in height. No fencing of any kind shall be installed or allowed to remain on any lot which shall interfere, damage or obstruct the installation or maintenance of any utility. On corner lots, no fences shall be erected beyond the side building setback line shown on the plat above referred to.

15. BUSINESS ACTIVITIES PROHIBITED. No commercial operation, business operations, manufacture or production shall be permitted upon any lot. The selling, showing or marketing from a lot of any kind of good, products or apparel is expressly prohibited. The provisions of this item shall not be construed to prohibit the making of handcrafted items for occasional off premises sale.

16. NUISANCES AND OFFENSIVE ACTIVITIES. No nuisance or other noxious, offensive, unsightly or unsanitary activity or condition shall be conducted upon any lot or allowed to exist on any lot or the adjoining street or streets.

17. PARKING OF BOATS AND RECREATIONAL VEHICLES. No camping trailer, boat, boat trailer or other similar recreational vehicle or other equipment shall be permitted to stand on the front portion of any lot. No inoperable motor vehicle, wrecked vehicle or motor vehicle not currently licensed shall be parked in the street right-of-way or be kept on any lot in the subdivision unless stored in an enclosed garage. Also, no buses, trucks or trailers other than pick-up trucks not to exceed three-quarter (3/4) ton in size, shall be parked on a lot or in the street right-of-way, except for loading and unloading. Furthermore, no portion of a lot shall be used for the operation of any motorized vehicles such as motorcycles, mini-bikes, go-carts, four wheelers or similar vehicles.

18. PORTABLE OR METAL BUILDINGS PROHIBITED. Portable buildings, metal storage buildings or other similar off-site constructed storage buildings are prohibited to be placed or remain on any lot, provided, however, that a hobby-type building or other storage building approved in writing by the Developer or its nominee, is permissible, if in compliance with Paragraph 7 of this document.

19. SWINGSETS. Swingsets, sandboxes, gym sets and any such similar devised or structures primarily for children's use and enjoyment must be located on the rear portion of a lot. Basketball

SEEDS 2--Y PG 974

goals are allowed on driveway areas to the side, and behind the front corner of a house. No additional concrete or asphalt pad may be poured for ANY recreational use from the back corner of the home to the front property line.

20. POOLS. Above ground pools or in ground pools are acceptable provided they are located on the rear portion of the lot, staying within all other guidelines and setback requirements herein stated. Any pool must be enclosed with a fence that complies with paragraph 14.

21. NO TEMPORARY RESIDENCES. No garage or hobby-type/storage building shall be used at any time as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

22. ANIMALS. No domestic fowl, cows, hogs, mules, wild animals or any other farm-type animals shall be kept on any lot at any time, provided, however, household pets, such as cats and dogs, may be kept on a lot provided such pets shall not exceed a total of three (3) in number and provided further that the owner thereof shall be responsible for the control and conduct of such household pets so that they are not an annoyance or nuisance to others.

23. TRASH RECEPTACLES. All receptacles for trash or garbage must be kept within a fenced or enclosed area and hidden from public view and the view from adjoining property.

24. CLOTHESLINES. All clotheslines and poles shall be installed on the rear portion of a lot away from the street.

25. SCREENING OF YARD EQUIPMENT. Lawnmowers or other lawn maintenance equipment shall be kept in a screened or an enclosed area so as to not be visible from any street or adjoining property.

26. TELEVISION ANTENNA AND SATELLITE DISHES. A standard roof-mounted or chimney mounted television antenna is permissible, but no other type of antenna, satellite dish or similar device for the transmission of signals of any kind shall be erected or allowed to remain on any lot without the express written permission of the Developer or its nominee or unless 2/3 of the lot owners approve in writing. Exposed satellite dishes will not be permitted in the subdivision however 18" satellite dishes which are not visible from the road may be installed.

27. COMPLETION OF IMPROVEMENTS. All houses and other structures related thereto must be completed within one (1) year after the commencement of construction, except where such completion is impossible due to strikes, fires, national emergency or other natural calamity.

28. SIGNS. No signboards or other signs of any kind shall be displayed on any lot except a single "For Sale" and a landlord's sign, or a single "For Rent" sign. No sign shall be more than



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thirty inches (30") by thirty inches (30") in size, provided however, the Developer shall have the right to use additional signs for the development of the property. The area along each side of the entrance identified as sign easements on said plat shall be exempt from this provision, due to the fact that the subdivision identification sign and decorative columns are located thereon.

29. STREET LIGHTING. When street lighting is installed by the Developer the cost and expense of operation will be transferred to the Homeowners Association at any time after one (1) year from date hereof.

30. MAINTENANCE OF STREET RIGHT-OF-WAY. The owner of a lot shall be responsible for the planting and maintaining of the area from the property line to the edge of the pavement or curb of the street or streets upon which said lot abuts.

31. FUEL TANKS. All fuel tanks or containers shall be buried underground or enclosed in a structure, in a manner consistent with normal safety precautions and in accordance with the rules and regulations of appropriate governing bodies or agencies or the South Carolina Department of Health and Environmental Control, whichever the case may be. Any structure to be constructed for this purpose must be of acceptable appearance and approved by the Developer in accordance with its building approval procedure as above set forth.

32. MAIL RECEPTACLES. All mailboxes or other mail receptacles and their supporting structure, including the fixing of the location and height thereof, shall conform to Developer's uniform requirements. All mail receptacles shall be of one design and each lot owner is responsible for the cost of said mail receptacle. After installation, each owner has the responsibility of keeping same in good repair and appearance. Purchaser agrees to purchase from Developer a uniform mailbox for each lot purchased at a cost of \$120.00.

33. TEMPORARY SALES OFFICE. The Developer shall have the right to place or erect temporary sales offices on any lot in the development for the purpose of marketing lots.

34. TERMS OF ENFORCEMENT AND AMENDMENTS. The covenants, conditions, easements and restrictions shall run with the land and shall be binding upon all parties and persons claiming under the undersigned owner for a period of twenty years from the date these covenants and restrictions are recorded, after which time the same covenants and restrictions shall be automatically extended for such successive periods of ten years each unless an instrument signed by the majority of the then owners of lots in the said development has been recorded.

35. ENCROACHMENTS. The Developer, White and Associates, Inc., is authorized to waive and grant permission for encroachments of the building setback lines and side lot lines without the consent

DEED 2--Y PG 976

of the other property owners of this subdivision.

IN WITNESS WHEREOF, the undersigned has hereunto set their hands and seal this 5 day of July, 1995.

WITNESS:

WHITE AND ASSOCIATES, INC.

Jeanne Hammock  
David G. White

BY: W. Lewis White, President

BY: \_\_\_\_\_

STATE OF SOUTH CAROLINA )

PROBATE

COUNTY OF SPARTANBURG )

Personally appeared before me Jeanne Hammock  
and made oath that (s)he saw the within named W. Lewis White  
sign, seal and as its act and deed  
deliver the within written Restrictions and that (s)he with  
David G. White witnessed the execution thereof.

Sworn to before me this 5th  
day of July, 1995.

Jeanne Hammock

David G. White  
Notary Public for S.C.

My Commission Expires: 4-22-2002

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9. TRAILERS AND MOBILE HOMES PROHIBITED. Trailers and mobile homes, including typical double-wide mobile homes, are absolutely prohibited. Manufactured homes or other factory-built or pre-built homes shall not be erected or installed on a lot. 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.

10. REQUIREMENTS FOR DRIVEWAYS. All driveways shall be constructed of either asphalt paving or concrete and shall be maintained by the owner of a lot in a good state of repair and suitable appearance. 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 OR 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 OF ANY KIND SHALL ARISE AS A RESULT OF ANY PLANS, SPECIFICATION, 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 THREATENED AGAINST ANY OWNER OR SUCH OTHER PERSON ARISING OUT OF OR IN ANY RELATED TO THE SUBJECT MATTER OF ANY REVIEW, ACCEPTANCE, INSPECTION, PERMISSION, CONSENT OR REQUIRED APPROVAL WHICH MUST BE OBTAINED FROM THE DEVELOPER, WHETHER GRANTED OR DENIED.

12. FILL DIRT. SOME OF THE LOTS MAY HAVE BEEN FILLED BY THE DEVELOPER OR ITS PREDECESSORS IN TITLE. NO REPRESENTATION IS MADE AS TO THE CONDITION AND QUALITY OF THE SOIL ON ANY LOT. ALL PROSPECTIVE PURCHASERS OF LOTS SHALL BE PRESUMED TO HAVE EXAMINED AND INSPECTED A LOT IN DETAIL PRIOR TO CLOSING, AND TO HAVE DETERMINED THE LOCATION AND EXTENT OF ANY FILL UPON SAID LOT. NO BUILDING SHALL BE ERECTED ON ANY LOT UNTIL THE OWNER OR THE OWNER'S CONTRACTOR SHALL HAVE DEFINITELY DETERMINED FIRM FOOTINGS. THE BUILDING LINE UPON THE PLAT IS NOT A REPRESENTATION THAT ANY DETERMINATIONS HAVE BEEN MADE AS TO THE SUITABILITY FOR BUILDING. ALL PURCHASERS SHALL BE PRESUMED TO HAVE READ AND AGREE TO BE BOUND BY THESE RESTRICTIVE COVENANTS.

13. GENERAL EASEMENTS. Developer reserves an 5 foot easement inside each side and rear lot line of each lot for the installation, maintenance, and repair of utilities, and/or storm drainage facilities. Furthermore, certain lots shall be subject to an additional easement for drainage purposes as will be shown upon a duly recorded plat of Carlisle Place. All utility service

lines, including cable television, telephone, gas, electric or other utility, from existing streets shall be installed underground to any dwelling or other structure located upon a lot.

14. FENCING. No wire or metal fencing shall be erected on any lot from the rear corner of the residence erected thereon to the front of the lot. Wooden fencing shall be permitted from the rear corner of the house to the front of the lot, provided, however, that no such wooden fence shall exceed three (3') feet in height. Wire, metal or wooden fencing shall be permitted on any lot from the rear corner of the residence erected thereon to the rear of the lot, provided, however, that no such fence shall exceed five (5') feet in height. No fencing of any kind shall be installed or allowed to remain on any lot which shall interfere, damage or obstruct the installation or maintenance of any utility. On corner lots, no fences shall be erected beyond the side building setback line shown on the plat above referred to.

15. BUSINESS ACTIVITIES PROHIBITED. No commercial operation, business operations, manufacture or production shall be permitted upon any lot. The selling, showing or marketing from a lot of any kind of good, products or apparel is expressly prohibited. The provisions of this item shall not be construed to prohibit the making of handcrafted items for occasional off premises sale.

16. NUISANCES AND OFFENSIVE ACTIVITIES. No nuisance or other noxious, offensive, unsightly or unsanitary activity or condition shall be conducted upon any lot or allowed to exist on any lot or the adjoining street or streets.

17. PARKING OF BOATS AND RECREATIONAL VEHICLES. No camping trailer, boat, boat trailer or other similar recreational vehicle or other equipment shall be permitted to stand on the front portion of any lot. No inoperable motor vehicle, wrecked vehicle or motor vehicle not currently licensed shall be parked in the street right-of-way or be kept on any lot in the subdivision unless stored in an enclosed garage. Also, no buses, trucks or trailers other than pick-up trucks not to exceed three-quarter (3/4) ton in size, shall be parked on a lot or in the street right-of-way, except for loading and unloading. Furthermore, no portion of a lot shall be used for the operation of any motorized vehicles such as motorcycles, mini-bikes, go-carts, four wheelers or similar vehicles.

18. PORTABLE OR METAL BUILDINGS PROHIBITED. Portable buildings, metal storage buildings or other similar off-side constructed storage buildings are prohibited to be placed or remain on any lot, provided, however, that a hobby-type building or other storage building approved in writing by the Developer or its nominee, is permissible, if in compliance with Pararagh 7 of this document.

19. SWINGSETS. Swingsets, sandboxes, gym sets and any such similar devised or structures primarily for children's use and

enjoyment must be located on the rear portion of a lot. Basketball goals are allowed on driveway areas to the side, and behind the front corner of a house. No additional concrete or asphalt pad may be poured for ANY recreational use from the back corner of the home to the front property line.

20. POOLS. Above ground pools or in ground pools are acceptable provided they are located on the rear portion of the lot, staying within all other guidelines and setback requirements herein stated. Any pool must be enclosed with a fence that complies with paragraph 14.

21. NO TEMPORARY RESIDENCES. No garage or hobby-type/storage building shall be used at any time as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

22. ANIMALS. No domestic fowl, cows, hogs, mules, wild animals or any other farm-type animals shall be kept on any lot at any time, provided, however, household pets, such as cats and dogs, may be kept on a lot provided such pets shall not exceed a total of three (3) in number and provided further that the owner thereof shall be responsible for the control and conduct of such household pets so that they are not an annoyance or nuisance to others.

23. TRASH RECEPTACLES. All receptacles for trash or garbage must be kept within a fenced or enclosed area and hidden from public view and the view from adjoining property.

24. CLOTHESLINES. All clotheslines and poles shall be installed on the rear portion of a lot away from the street.

25. SCREENING OF YARD EQUIPMENT. Lawnmowers or other lawn maintenance equipment shall be kept in a screened or an enclosed area so as to not be visible from any street or adjoining property.

26. TELEVISION ANTENNA AND SATELLITE DISHES. A standard roof-mounted or chimney mounted television antenna is permissible, but no other type of antenna, satellite dish or similar device for the transmission of signals of any kind shall be erected or allowed to remain on any lot without the express written permission of the Developer or its nominee or unless 2/3 of the lot owners approve in writing. Exposed satellite dishes will not be permitted in the subdivision however 18" satellite dishes which are not visible from the road may be installed. Also cable television has been installed in subdivision.

27. COMPLETION OF IMPROVEMENTS. All houses and other structures related thereto must be completed within one (1) year after the commencement of construction, except where such completion is impossible due to strikes, fires, national emergency or other natural calamity.

28. SIGNS. No signboards or other signs of any kind shall be



displayed on any lot except a single "For Sale" and a builder's sign, or a single "For Rent" sign. No sign shall be more than thirty inches (30") by thirty inches (30") in size, provided however, the Developer shall have the right to use additional signs for the development of the property. The area along each side of the entrance identified as sign easements on said plat shall be exempt from this provision, due to the fact that the subdivision identification sign and decorative columns are located thereon.

29. STREET LIGHTING. When street lighting is installed by the Developer the cost and expense of operation will be transferred to the Homeowners Association at any time after one (1) year from date hereof.

30. MAINTENANCE OF STREET RIGHT-OF-WAY. The owner of a lot shall be responsible for the planting and maintaining of the area from the property line to the edge of the pavement or curb of the street or streets upon which said lot abuts.

31. FUEL TANKS. All fuel tanks or containers shall be buried underground or enclosed in a structure, in a manner consistent with normal safety precautions and in accordance with the rules and regulations of appropriate governing bodies or agencies or the South Carolina Department of Health and Environmental Control, whichever the case may be. Any structure to be constructed for this purpose must be of acceptable appearance and approved by the Developer in accordance with its building approval procedure as above set forth.

32. MAIL RECEPTACLES. All mailboxes or other mail receptacles and their supporting structure, including the fixing of the location and height thereof, shall conform to Developer's uniform requirements. All mail receptacles shall be of one design and each lot owner is responsible for the cost of said mail receptacle. After installation, each owner has the responsibility of keeping same in good repair and appearance. Purchaser agrees to purchase from Developer a uniform mailbox for each lot purchased at a cost of \$120.00.

33. TEMPORARY SALES OFFICE. The Developer shall have the right to place or erect temporary sales offices on any lot in the development for the purpose of marketing lots.

34. TERMS OF ENFORCEMENT AND AMENDMENTS. The covenants, conditions, easements and restrictions shall run with the land and shall be binding upon all parties and persons claiming under the undersigned owner for a period of twenty years from the date these covenants and restrictions are recorded, after which time the same covenants and restrictions shall be automatically extended for such successive periods of ten years each unless an instrument signed by the majority of the then owners of lots in the said development has been recorded.

35. ENCROACHMENTS. The developer, White and Associates, Inc.

is authorized to waive and grant permission for encroachments of the building setback lines and side lot lines without the consent of the other property owners of this subdivision.

IN WITNESS WHEREOF, the undersigned has hereunto set their hands and seal this 8th day of August, 1996.

WITNESS:

WHITE AND ASSOCIATES, INC.

BY: W. Lewis White, President

BY: \_\_\_\_\_

STATE OF SOUTH CAROLINA )

PROBATE

COUNTY OF SPARTANBURG )

Personally appeared before me Cathy L. Phillips and made oath that (s)he saw the within named White & Assoc. Inc sign, seal and as its act and deed deliver the within written Restrictions and that (s)he with Tammie M Price witnessed the execution thereof.

Sworn to before me this 8th day of August, 1996.

Cathy L Phillips

Tammie M Price  
Notary Public for S.C.

My Commission Expires: 7/24/05

carl.RES