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STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR LOT NOS. 79 - 102  
DUNNSMORE SECTION 1

WITNESSETH:

WHEREAS, A. Manning Lynch, Jr., Manning Lynch, Inc., F. Parker Champion, Parker Champion Construction, Inc. and Parkman Avenue, LLC, (hereinafter, together with its successors and assigns acting as developer of the real property hereinafter described or any portion thereof, called the "Declarant") is the owner of certain real property (the "Property") described as follows:

All that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Spartanburg, being shown and designated as Lot Nos. 79 -102, as shown on a plat entitled Dunnsmore, Section No. 1, prepared by John Robert Jennings, P.L.S. dated February 5, 2009, prepared for Parkman Avenue, LLC, and recorded in Plat Book 164, Page 160, RMC Office for Spartanburg County, S.C. For a more complete and particular description, reference is hereby made to the above referred to plat and record thereof.

WHEREAS, Declarant has subdivided and developed the Property into a residential planned unit development known as and herein called, as it may exist from time to time, "Dunnsmore, Section No. 1" consisting of residential lots (the "Lots"), and construct or have constructed thereon single family residences to sell to individual third party purchasers (herein called "Owners") for residential housing, and develop or have developed or dedicated public streets and roads ("streets and roads"), and other portions for the common use, benefit, and recreation of the Owners (such other portions together with improvements thereto (if any) being hereinafter referred to as "Common Areas") and

WHEREAS, all of the Lots will be used for single family attached or detached residences, and shall be numbered and shown on one or more subsequently recorded Plats.

WHEREAS, Declarant deems it necessary and desirable to place these certain covenants, conditions and restrictions upon the Property and each and every one of the Lots and Common Areas to run with the Property and each and every one of the Lots and Common Areas to insure the orderly development of Dunnsmore, Section No. 1 as a whole and its use for the benefit of Declarant and the benefit of the Owners.

KNOW ALL PEOPLE BY THESE PRESENTS that the Declarant does hereby declare that the Property, including each and every Lot, and each and every Common Area is hereby restricted as follows, all of which restrictions and limitations are intended to be and shall be taken as conditions, restrictions, covenants and limitations to run with the land and shall be for the benefit of the Declarant and each and every Owner.

**SEE ATTACHED EXHIBIT "A"**

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Office of Register of Deeds, Spartanburg, S.C.  
Stephen Ford, Register



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EXHIBIT "A"

The within described property is hereby conveyed subject to the following restrictions which are imposed by A. Manning Lynch, Jr., Manning Lynch, Inc., F. Parker Champion, Parker Champion Construction, Inc., and Parkman Avenue, LLC (hereinafter collectively referred to as "Developer").

1. **TERM:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date hereof, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by written agreement of two-thirds of the then owners it is agreed to change said covenants in whole or in part.
2. **RESIDENTIAL PURPOSE:** The property shall be used only for 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 two (2) stories in height and a private garage.
3. **SUBDIVISION OF LOTS:** Developer or any subsequent owner of a lot, 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.
4. **BUILDING SETBACK LINES:** No building or portion of a 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 plat referred to in the deed to such lot from Developer. Nonetheless, Developer reserves the right and privilege, upon showing of special, unique or unusual circumstances to give a waiver to any setback restrictions 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.
5. **NUISANCES AND OFFENSIVE ACTIVITIES:** No nuisance or other noxious, offensive, unsightly or unsanitary activity or condition shall be conducted or allowed to exist on any lot or the adjoining streets.
6. **TEMPORARY DWELLING:** No trailer, tent, shack, barn or other outbuilding erected on any tract at any time may be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence
7. **APPROVAL OF BUILDING PLANS – SPECIAL CONDITIONS:** No building or structure, of any kind, including permitted outbuildings, may be placed or altered on any lot until the building plans, elevations, location, specifications have been approved in writing by Developer or its nominee. If such shall not be approved or disapproved within two (2) weeks 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. Disapproval of plans elevations, location or specifications may be based purely on aesthetic reasons in the sole discretion of the Developer or its nominee.
8. **CONSTRUCTION:** No dwelling shall be erected on any lot having less than 1000 square feet of heated floor space. Except for foundations, 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 Developer.
9. **FILLED LOT:** Some lots in this subdivision may have been filled by the Developer or its predecessors in title. No representation is made by the Developer 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 determination has been made as to the suitability of building. All grantees of lots shall be

presumed to have read these restrictive covenants.

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10. **SIGNS:** No signboard shall be displayed on any lot in the subdivision except "For Sale" or "For Rent", such sign shall not be more than two feet by three feet (2'X3') in size except the DEVELOPER shall have the right to use additional signs for the development of property.

11. **SEWAGE DISPOSAL:** All sewage disposal shall be public main or sewerage lines approved by the State or County Board of Health.

12. **FENCES:** No fencing shall be erected on any lot from the front corner of the residence erected thereon to the front of that lot. Wire, metal, PVC or wooden fencing shall be permitted on any lot from the rear corner of the residence constructed thereon to the rear of the lot; provided, that no such fence shall exceed six (6) feet in height. No fence post shall be erected upon any lot until it shall be first determined by the owner thereof that the same shall not interfere, damage or obstruct the installation of any utility. No fence shall be constructed without prior written approval of the developers .

13. **ANIMALS:** No domestic fowls, cows, hogs or mules shall be kept upon any lot. The provisions of this item shall not be held in any way to limit the provisions of Item 5 of these restrictions. No animals other than those usually considered to be household pets shall be kept or maintained on any tract, and such pets shall be kept reasonably confined so as not to become a nuisance . No animals may be raised, bred or sold for commercial purposes, and no kennels shall be maintained on any tract .

14. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or each material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Developer reserves the right to create and impose additional easements or rights of way over any unsold lot or lots for street, drainage and utility installation purposes by the recording of appropriate instruments and such shall not be construed to invalidate any of these covenants.

15. **VEHICLES:** All vehicles must park on driveways or in garages. No vehicles shall park overnight in the roadway.

16. **COVENANT OF GOOD APPEARANCE AND REPAIR:** Each lot owner shall maintain his lot and the exterior of all improvements in good appearance and repair in order to assure that no condition exists which would diminish the good appearance of the property. Every owner of a vacant or unimproved lot shall keep such lot free of debris and unsightly underbrush, weeds or other unsightly vegetation.

17. **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.

18. **UNUSED VEHICLES:** No motor vehicles shall be permitted to stand in open view upon any lot in the subdivision which does not have current license plates and is capable of being licensed.

19. **HOUSE TRAILERS:** No house trailer shall be placed on any lot either temporarily or permanently.

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20. TELEVISION ANTENNA AND SATELLITE DISHES: A standard roof-mounted or chimney television antenna is permissible, but no other type of antenna, satellite dish or similar device for the transmission or reception of signals of any kind shall be erected or allowed to remain on any lot. If available, the new Direct Broadcasting Satellite (DBS) television system or equivalent technology or system will be allowed, as long as the satellite receiving dish or apparatus does not exceed eight (18") inches in diameter and is affixed to the rear of the roof or any eave of the dwelling.

21. 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.

22. ENFORCEMENT: If any of the parties hereto, or their heirs, assigns or successors, shall violate or attempt to violate any of the covenants, restrictions and conditions set forth herein, it shall be lawful for any person or persons owning real property situated in the said development to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenant, restriction, or condition and either prevent him or them from so doing or to recover damages or other costs, expenses or attorneys fees for such violation. Any person or persons acquiring, whether by purchase, gift or otherwise, any lot to which these covenants, restrictions and conditions apply, shall be deemed to have assented to the terms hereof, including the payment of reasonable attorneys' fees incurred by any proper person in any proceeding to enforce compliance with these said conditions, covenants or restrictions.

23. PROPERTY OWNERS ASSOCIATION : Each owner by acceptance of a deed, shall be deemed to covenant and agree to pay to the Developer an annual fee not to exceed \$150 for their lots portion of the operation of street lights and maintenance of common areas. This shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost is the obligation of the person who was the owner of such property at the time when the assessment fell due. This assessment shall be subordinate to any lien creditor on the property. Developer may at its discretion, on or before the last deed is conveyed from Developer to new owner, relinquish all or part of its authority to the Dunnsmore Property Owner's Association.

24. DEVELOPER'S RIGHTS: Developer reserves the right to change, amend, or release any of the foregoing restrictions as the same may apply to a particular lot without the necessity of requiring the consent or approval of any other property owner within the subdivision or any other interested parties.

25. SEVERABILITY: If any one or more of these covenants, restrictions, or conditions shall be held void or unenforceable by judgment or court order, such judgment or court order shall in no way affect any of the other remaining provisions which shall remain in full force and of effect, they being expressly acknowledged and agreed to be obligations severable and independent in nature

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IN WITNESS WHEREOF, the undersigned have set their hands and seals this 23 day of October, 2009.

Witnesses

Witnesses

✓ [Signature] \_\_\_\_\_

✓ [Signature] \_\_\_\_\_

Witnesses

✓ [Signature] \_\_\_\_\_

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Witnesses

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Witnesses

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✓ [Signature] \_\_\_\_\_

Witnesses

✓ [Signature] \_\_\_\_\_

✓ [Signature] \_\_\_\_\_

Manning Lynch, Inc.

By: [Signature] \_\_\_\_\_

Parker Champion Construction, Inc.

By: [Signature] \_\_\_\_\_

Parkman Avenue, LLC

By: [Signature] \_\_\_\_\_

By: [Signature] \_\_\_\_\_

By: [Signature] \_\_\_\_\_

A. Manning Lynch, Jr.

[Signature] \_\_\_\_\_

F. Parker Champion

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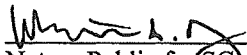
State of South Carolina )  
 )  
County of Spartanburg )

PROBATE

Personally appeared before me, the undersigned witness and made oath that (s)he saw the within A. Manning Lynch, Jr., Manning Lynch, Inc. by A. Manning Lynch, F. Parker Champion, Parker Champion Construction, Inc. by F. Parker Champion and Parkman Avenue, LLC, by A. Manning Lynch, Jr. and F. Parker Champion sign, seal and as its / their act and deed deliver the within written Declaration of Covenants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

  
\_\_\_\_\_

SWORN to before me  
this 23 day of October, 2009

 (SEAL)  
Notary Public for SC

My commission expires: 6-10-2012