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THIS DECLARATION is made this \_\_\_\_\_ day of \_\_\_\_\_, 2000,  
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 are the owners of certain lots of land in Spartanburg County, South Carolina, located on Mason Road, Spartanburg County, South Carolina and more particularly described upon a plat entitled Mason's Crossing, prepared by Neil R. Phillips & Company, Inc. and recorded in Plat Book\_\_\_\_\_, Page \_\_\_\_\_, RMC Office For Spartanburg County, South Carolina.

WHEREAS, Mason's Crossing 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 Mason's Crossing 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 Mason's Crossing, 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 Mason's Crossing, 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 restrictions 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 by the majority of the

then owners of lots in said development has been recorded. Restrictions may be amended anytime by the Developer until title to all lots have been transferred. Thereafter, restrictions may be amended by homeowners with written approval of eighty percent (80%) of the then lot owners.

1. PRORATION OF CERTAIN EXPENSES. As of January 1, 2000, all lot owners of record of Mason's Crossing agree to pay their pro-rata share of expenses associated with the maintenance and upkeep of all street lights, street signs, entrance signs, entrance lights, directional signs, the stone columns and the cross-buck fencing at the entrance, and landscaping along Mason Road and common area. The Developer shall send each lot owner a separate invoice for their pro-rata share of these expenses by December 31<sup>st</sup> of each year. Each owner by acceptance of a deed, shall be deemed to covenant and agree to pay to the Developer or his designee the greater of (a) annual assessments or charges set by Mason's Crossing Homeowners Association, or (b) pro-rated share of the expenses for operation of the street lights, entrance & common areas to include parcels A, B, & C on master plat for Mason's Crossing and irrigation at entrance and along Mason Road. 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 agrees to pay for all streetlights and maintenance until January 1, 2000.
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 ½ 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 Mason's Crossing.

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 garage, then the dwelling shall contain a minimum of fifteen hundred fifty (1550') 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. LANDSCAPE AND FENCE EASEMENT. Property owners of lots 1 through 4 in Phase I will have an eleven (11') foot landscape and fence easement which cannot be altered or destroyed. This area will be under the jurisdiction of the common areas and paid for by the homeowners association or designees.  
  
Property owners of Lots 16, 17, & 18 have an 8' wooden, stockade fence which cannot be altered or destroyed, and must be maintained by each lot owner.
6. SEWAGE. All sewage shall be disposed of through the sanitary sewer collection lines located within the subdivision and owned by the Spartanburg Sanitary Sewer District, and all connections to such line shall be made only with the written approval of the Spartanburg Sanitary Sewer District in accordance with its rules and regulations.
7. SEWER EASEMENTS. Certain lots are subject to an easement and right-of-way for sanitary sewer purposes. The total width of the sewer easement is twenty-five (25') feet, consisting of twelve and one-half (12 ½') feet on each side of the sewer line and shall be shown on a plat of Mason's Crossing. Any portion of a lot subject to a sewer easement is for the installation, maintenance and repair of the sanitary sewer line and/or manhole, and no lot owner shall build permanent above-ground improvements upon said easement or do any other act or deed which would interfere with or interrupt the use of the easement for sanitary sewer line purposes.
8. 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 master plat of Mason's Crossing referred to in the deed to such lot from Developer, nor nearer than seven and one-half (7 ½') feet to any side lot property line.

9. 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. Developer must approve exterior colors on vinyl and siding.
- 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. The owner of a lot shall be responsible for the planting and maintaining of the area from the property line(s) to the edge of the pavement or curb of the street or streets upon which said lot abuts.
- 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.

10. 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, 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. The front of all houses shall be in brick, stone, stucco, masonite or

hardiplank unless approved by Developer or its nominee. DEVELOPERS MUST APPROVE ALL EXTERIOR MATERIALS AND COLORS.

11. 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.
12. 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.
13. DEVELOPERS DISCLAIMER. Developer, its successors and assigns, 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 such other person arising out of or in any way 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.
14. 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 agreed to be bound by these restrictive covenants.

15. GENERAL EASEMENTS. Developer reserves an easement eight (8') feet inside each side and rear lot line of each lot for the installation, maintenance and repair of utilities, sewer lines, 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 Mason's Crossing. 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. The Developer reserves an easement eleven (11') feet wide from each individual lot survey pin along Mason Road for the purpose of a landscape easement. Said easement is for the sole purpose of landscaping along Mason Road. Any landscaping placed in this easement by the Developer or homeowners association shall be maintained by the same, but the property owner shall be responsible for cutting the grass in this area. Furthermore, the property owner may not remove, prune or otherwise alter the appearance of any landscaping in this area other than the cutting of grass as stated above.
16. 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, and wooden type 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.
17. 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 goods, 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.

18. 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.
19. 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.
20. PORTABLE METAL BUILDINGS PROHIBITED. Portable metal buildings are prohibited to be placed or remain on any lot. A hobby-type building or other storage building approved in writing by the Developer or its nominee, is permissible, if in compliance with paragraph 9 of this document.
21. SWINGSETS. Swingsets, sandboxes, gym sets, and any such similar devices 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.
22. 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 16.
23. 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.

24. ANIMALS. No domestic fowl, cows, hogs, mules, wild animals or any other farm-type animals shall be kept on any lot at any time. 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.
25. 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.
26. CLOTHESLINES. All clotheslines and poles shall be installed on the rear portion of a lot away from the street.
27. 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.
28. 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 or smaller which are not visible from the road may be installed.
29. 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.
30. 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 (30") inches by thirty (30") inches 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.



31. OUTSIDE STREET LIGHTS. That as a part of any street established by the Developer, the Developer has caused to be installed certain street lighting. That the fixtures for any such street lighting are to be constructed and maintained by Broad River Electric Cooperative, Inc. However, the cost of the electricity to supply any street lighting will be pro-rated among the property owners, and shown on their individual monthly bill.
32. 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.
33. 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 \$151.00.
34. 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.
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.
36. 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. In the event that an owner shall fail to maintain a lot in a good state of repair and appearance, the Developer and/or Mason's Crossing Homeowners Association, Inc. or their agents or employees, shall have the right to maintain

same and charge the cost thereof to the owner. No work shall be done without due and proper notice to the owner and an allowance of a least thirty (30) days to correct specified deficiencies. In the event the owner or owners of a lot shall fail to pay such charges within thirty (30) days of billing, same may be collected in the same manner and under the same terms as Assessments set forth in Paragraph 1. **THE DEVELOPER, THE ASSOCIATIONS OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, OR MEMBERS SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OCCASIONED BY ANY NON-NEGLIGENT ACT OR OMISSION IN THE INSPECTION, REPAIR OR MAINTENANCE OF ANY SITE, IMPROVEMENTS, OR PORTION THEREOF.**

IN WITNESS WHEREOF, the undersigned has hereunto set their hands and seal this  
 \_\_\_\_\_ day of \_\_\_\_\_, 2000.

WITNESS:

WHITE & ASSOCIATES, INC.:

\_\_\_\_\_

By: \_\_\_\_\_  
 W. Lewis White, President

STATE OF SOUTH CAROLINA    )  
   )  
 COUNTY OF SPARTANBURG    )

PROBATE

Personally appeared before me \_\_\_\_\_ and made oath  
 that (s)he saw the within named W. Lewis White, President sign, seal and as his act and  
 deed deliver the within written Restrictions and that he, with \_\_\_\_\_  
 witnessed the execution thereof.

SWORN TO BEFORE ME THIS  
 the \_\_\_\_ day of \_\_\_\_\_, 2000.

\_\_\_\_\_  
 Notary Public for South Carolina  
 My Commission Expires: \_\_\_\_\_



RECORDED

02 NOV -8 AM 10:40

R M-E  
SPARTANBURG, S.C.

**DECLARATION OF PROTECTIVE  
COVENANTS, RESTRICTIONS  
AND EASEMENTS OF MASON'S  
CROSSING, PHASE II, LOTS 29-59**

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

WHEREAS, Mason's Crossing 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 Mason's Crossing 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 Mason's Crossing, and

The covenants and restrictions 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 by the majority of the then owners of lots in said development has been recorded. Restrictions may be amended anytime by the

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Developer until title to all lots have been transferred. Thereafter, restrictions may be amended by homeowners with written approval of eighty percent (80%) of the then lot owners.

1. PRORATION OF CERTAIN EXPENSES. As of January 1, 2003, all lot owners of record of Mason's Crossing agree to pay their pro-rata share of expenses associated with the maintenance and upkeep of all street lights, street signs, entrance signs, entrance lights, directional signs, the stone columns and the cross-buck fencing at the entrance, and landscaping along Mason Road and common area. The Developer shall send each lot owner a separate invoice for their pro-rata share of these expenses by December 31<sup>st</sup> of each year. Each owner by acceptance of a deed, shall be deemed to covenant and agree to pay to the Developer or his designee the greater of (a) annual assessments or charges set by Mason's Crossing Homeowners Association, or (b) pro-rated share of the expenses for operation of the street lights, entrance & common areas to include parcels A, B, & C on master plat for Mason's Crossing and irrigation at entrance and along Mason Road. 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 agrees to pay for all streetlights and maintenance until January 1, 2003.
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 ½ 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

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such changes shall create any greater number of lots than that shown on the plats of Mason's Crossing.

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 garage, then the dwelling shall contain a minimum of fifteen hundred fifty (1550') 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. LANDSCAPE AND FENCE EASEMENT. Property owners of lots 56 through 59 in Phase I will have an eleven (11') foot landscape and fence easement which cannot be altered or destroyed. This area will be under the jurisdiction of the common areas and paid for by the homeowners association or designees.  
  
Property owners of Lots 16, 17, & 18 have an 8' wooden, stockade fence which cannot be altered or destroyed, and must be maintained by each lot owner.
6. SEWAGE. All sewage shall be disposed of through the sanitary sewer collection lines located within the subdivision and owned by the Spartanburg Sanitary Sewer District, and all connections to such line shall be made only with the written approval of the Spartanburg Sanitary Sewer District in accordance with its rules and regulations.
7. SEWER EASEMENTS. Certain lots are subject to an easement and right-of-way for sanitary sewer purposes. The total width of the sewer easement is twenty-five (25') feet, consisting of twelve and one-half (12 1/2') feet on each side of the sewer line and shall be shown on a plat of Mason's Crossing. Any portion of a lot subject to a sewer easement is for the installation, maintenance and repair of the sanitary sewer line and/or manhole, and no lot owner shall build permanent above-ground improvements upon said easement or do any other act or deed which would interfere with or interrupt the use of the easement for sanitary sewer line purposes.
8. GAS LINE RIGHT OF WAY. Lots 42 through 56 are subject to an easement and right-of-way for a natural gas line. The total width of the gas line right-of-way is fifty (50') feet and shown on the plat of Mason's Crossing. Any portion of a lot subject to a gas line easement/right-of-way is for the installation, maintenance and

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repair of the gas line. No lot owner shall build any permanent above-ground improvements upon said easement or do any act or deed which would interfere with or interrupt the use of the easement for gas line purposes.

9. 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 master plat of Mason's Crossing referred to in the deed to such lot from Developer, nor nearer than seven and one-half (7 1/2') feet to any side lot property line.

10. 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. Developer must approve exterior colors on vinyl and siding.
- 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. The owner of a lot shall be responsible for the planting and maintaining of the area from the property line(s) to the edge of the pavement or curb of the street or streets upon which said lot abuts.
- 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.



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11. 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, 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. The front of all houses shall be in brick, stone, stucco, masonite or hardiplank unless approved by Developer or its nominee. DEVELOPERS MUST APPROVE ALL EXTERIOR MATERIALS AND COLORS.
12. 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.
13. 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.
14. DEVELOPERS DISCLAIMER. Developer, its successors and assigns, 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 such other person arising out of or in any way 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.

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15. 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 agreed to be bound by these restrictive covenants.
16. GENERAL EASEMENTS. Developer reserves an easement eight (8') feet inside each side and rear lot line of each lot for the installation, maintenance and repair of utilities, sewer lines, 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 Mason's Crossing. 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. The Developer reserves an easement eleven (11') feet wide from each individual lot survey pin along Mason Road for the purpose of a landscape easement. Said easement is for the sole purpose of landscaping along Mason Road. Any landscaping placed in this easement by the Developer or homeowners association shall be maintained by the same, but the property owner shall be responsible for cutting the grass in this area. Furthermore, the property owner may not remove, prune or otherwise alter the appearance of any landscaping in this area other than the cutting of grass as stated above.
17. 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, and wooden type 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

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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.

18. 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 goods, 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.
19. 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.
20. 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.
21. PORTABLE METAL BUILDINGS PROHIBITED. Portable metal buildings are prohibited to be placed or remain on any lot. A hobby-type building or other storage building approved in writing by the Developer or its nominee, is permissible, if in compliance with paragraph 9 of this document.
22. SWINGSETS. Swingsets, sandboxes, gym sets, and any such similar devices 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.
23. 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 16.

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24. 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.
25. ANIMALS. No domestic fowl, cows, hogs, mules, wild animals or any other farm-type animals shall be kept on any lot at any time. 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.
26. 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.
27. CLOTHESLINES. All clotheslines and poles shall be installed on the rear portion of a lot away from the street.
28. 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.
29. 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 or smaller which are not visible from the road may be installed.
30. 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.
31. 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 (30") inches by thirty (30") inches in size, provided

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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.

32. OUTSIDE STREET LIGHTS. That as a part of any street established by the Developer, the Developer has caused to be installed certain street lighting. That the fixtures for any such street lighting are to be constructed and maintained by Broad River Electric Cooperative, Inc. However, the cost of the electricity to supply any street lighting will be pro-rated among the property owners, and shown on their individual monthly bill.
33. 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.
34. 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 \$165.00 installed.
35. 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.
36. 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.
37. 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

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such lot free of debris and unsightly underbrush, weeds, or other unsightly vegetation. In the event that an owner shall fail to maintain a lot in a good state of repair and appearance, the Developer and/or Mason's Crossing Homeowners Association, Inc. or their agents or employees, shall have the right to maintain same and charge the cost thereof to the owner. No work shall be done without due and proper notice to the owner and an allowance of a least thirty (30) days to correct specified deficiencies. In the event the owner or owners of a lot shall fail to pay such charges within thirty (30) days of billing, same may be collected in the same manner and under the same terms as Assessments set forth in Paragraph 1. **THE DEVELOPER, THE ASSOCIATIONS OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, OR MEMBERS SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OCCASIONED BY ANY NON-NEGLIGENT ACT OR OMISSION IN THE INSPECTION, REPAIR OR MAINTENANCE OF ANY SITE, IMPROVEMENTS, OR PORTION THEREOF.**

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IN WITNESS WHEREOF, the undersigned has hereunto set their hands and seal this  
4<sup>th</sup> day of November, 2002.

WITNESS:

Lee A. Grier  
Tommy McPhee

WHITE &amp; ASSOCIATES, INC.:

By:

W. Lewis White  
W. Lewis White, President

STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

PROBATE

Personally appeared before me the undersigned witness and made oath  
that (s)he saw the within named W. Lewis White, President sign, seal and as his act and  
deed deliver the within written Restrictions and that he, with the other witness  
witnessed the execution thereof.

SWORN TO BEFORE ME THIS  
the 4<sup>th</sup> day of November, 2002.

Tommy McPhee  
Notary Public for South Carolina  
My Commission Expires: 12/1/04

Lee A. Grier