

SHADOWFIELD ACRES

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RECORDED 10/11/01
BOOK 74X PAGE 334

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

Hearthstone Realty, Inc., fee owner of real estate known as Shadowfield Acres, Section 2, located in Spartanburg County, South Carolina, and being shown and described on a plat made by John R. Jennings, R.L.S., dated September 26, 2001 recorded in Plat Book 151 at Page 306 in the R.M.C. office for Spartanburg County, hereby makes the following declaration of limitations, restrictions and uses to which the lots shown on the plat referred to constituting Shadowfield Acres, Section 2 may be put and hereby specifies that such declaration shall constitute a covenant to run with the land as provided by law which shall be binding on all parties and all persons claiming under them, and for the benefit of and limitation on all future owners of property in Shadowfield Acres, Section 2.

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

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

1. No lot shall be used except for residential purposes. No residence shall be erected, altered, placed, or permitted to remain on any lot other than one single-family dwelling containing not less than 1000 square feet of heated living space. Each dwelling shall be subject to a Thirty (30') foot building set – back line from the street right of way unless otherwise noted on the recorded plat. Each dwelling shall have a paved driveway, shrubs planted across the front of dwelling unit and all mail boxes placed on the premises shall conform to the standards determined by the Developer.

2. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which is or may become a nuisance or annoyance to the neighborhood.
3. No wells may be dug on any lot and no individual water supply system shall be permitted on any lot.
4. The dwelling must contain toilet facilities which are connected to a sewer system approved by appropriate governmental authorities.
5. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other household pets may be kept provided they are not bred or maintained for any commercial purpose.
6. All fuel tanks must be placed underground or screened from public view.
7. No sign of any kind shall be displayed to the public view on any lot except that professional signs of not more than to (2) feet by three (3) feet advertising the property for sale or rent, and signs used by a builder to advertise the property are permitted.
8. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of waste material shall be kept in a clean and sanitary condition. All lots shall be maintained to insure proper water drainage to prevent soil erosion. No fencing closer to the street than the back corner of the dwelling.
9. Subdivision streets may not be used for vehicular parking. No commercial vehicles nor school buses shall be parked in the subdivision for any other purpose other than pick-up or delivery.
10. Detached storage buildings placed upon any lot must be at least five (5) by seven (7) feet in base dimensions and have an exterior of brick or vinyl or other suitable material and may not be used for residential purposes or placed forward of the rear line of the dwelling.

11. Vegetable gardens must be located behind the rear line of the dwelling, but may not be located closer than thirty (30) feet to any subdivision street.

3.

12. Neither inoperable vehicles nor vehicles without current license plates shall be kept on any lot, and other unused or inoperable machinery or equipment shall not be placed so as to be exposed to public view. All fencing shall begin no closer to street than rear (back) corners of house.

13. The Developer reserves to himself and his successors and assigns an easement along side and rear lot lines of each lot shown on the recorded plat for the construction, maintenance, replacement, removal and extension of utility service distribution lines, said easement to be ten (10) feet wide, or five (5) feet in width on each side of common lot lines, except where greater width is shown on the recorded plat.

14. The Developer reserves the right to change, amend, or release any of the forgoing 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 other interest parties.

These restrictions and covenants shall run with the land, and any owner of a lot in the subdivision or any association of property owners may prosecute any proceeding in law or equity to enforce the same or to prevent violations thereof. The within covenants and restrictions shall continue until June 28, 2016, and shall automatically extended for successive periods of five (5) years thereafter.

15. The Developer reserves the right to subject the real property in this subdivision to a contract with Duke Power Company for the installation of street lights which will require a continuous monthly payment by the owner of each lot.

16. The Developer reserves the right to form a Homeowners Association and establish dues for the maintenance of the common areas, entrance, berms and pond site and pay for street lights.

IN WITNESS WHEREOF, Darrell R. Hinson, President Hearthstone Realty, Inc., has caused his name to be signed hereof and his seal affixed this 10th day of December 2001.

WITNESSES:

Gretchen H. McGinn

Darrell R. Hinson

President

Candace C. Hinson

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

PROBATE

Personally appeared before me the undersigned CANDACE C. HINSON and made oath that (s) he saw the within named Darrell R. Hinson sign, seal and as his act and deed deliver the within Restrictive Covenants, and that (s)he with GRETCHEN H. MCGINN witnessed the execution thereof.

Candace C. Hinson

SWORN to before me this 10th day of December, 2001

Gretchen H. McGinn (SEAL)

Notary Public for South Carolina
My Commission Expires: 11/14/2006