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STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

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LAND USE RESTRICTIONS, PROTECTIVE COVENANTS, AND BUILDING STANDARDS
SPARTANBURG, S.C.

WHEREAS, MARK III PROPERTIES, INC., is the owner of a certain tract of land which has been subdivided into one hundred, fifty-three lots (153) as shown on a plat of THORNHILL SUBDIVISION, surveyed by Neil R. Phillips, dated May 23, 1986, and recorded in Plat Book 97, at Page 390, in the RMC Office for Spartanburg County. Said subdivision being specifically referred to as THORNHILL.

WHEREAS, MARK III PROPERTIES, INC., has agreed to establish a general plan of development as herein set out to restrict the use and occupancy of the property for the protection of the property and the future owners thereof.

NOW, THEREFORE, in consideration of the premises, MARK III PROPERTIES, INC., agrees with any and all persons, firms or corporations hereafter described, that the same shall be and is hereby subject to the following restrictions, covenants and standards relating to the use and occupancy thereof, which are to be construed as Land Use Restrictions, Protective Covenants, and Building Standards running with the land comprising the lots hereinafter described and shall enure to the benefit of and be binding upon the heirs, successors, and assigns of MARK III PROPERTIES, INC. and all other acquiring parties and persons. Hereinafter MARK III PROPERTIES, INC. shall be referred to as the COMPANY.

1. The property which is made subject to the conditions set forth herein is more particularly described as THORNHILL SUBDIVISION, lots 1 through 150, including lots 50-A, 57-A, and 66-A as recorded in Plat Book 97, at Page 390, in the RMC Office for Spartanburg County.

2. The owner of any lot in the above described subdivision and/or builder on any lot in the above described subdivision shall provide the COMPANY or their successors with a description of the proposed dwelling to be located on any lot including floor plans, elevation plans, and plot plan showing conformance with all side, rear, and front setback lines. The COMPANY shall assume no responsibility for dwellings which are built in violation of setback lines. The owner and/or builder shall check all lot line dimensions and setback lines prior to starting construction. Any discrepancy in platted distances with the distances measured in the field shall be reported to the COMPANY, or their successors immediately. The COMPANY will review and provide written approval of the plans and dwelling description. Failure to provide the COMPANY with plot plans and dwelling description shall in no way be a defense against violating the restrictions. The COMPANY retains the discretion to disapprove the plans if not in conformance with the restrictions and the general development of the subdivision.

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The COMPANY also may disapprove plans purely for aesthetic reasons deemed reasonable by the COMPANY.

3. No dwelling shall be erected unless it contains the minimum required square footage of enclosed dwelling area. The term "enclosed dwelling area" as used in these minimum size requirements shall mean the total enclosed area within a dwelling that is served by heat and completed for occupancy; provided, however, that such term does not include garages, boat sheds, terraces, decks, open porches, and the like areas; provided further, that shed-type porches, even though attached to the house are specifically excluded from the definition of the aforesaid term "enclosed dwelling area." The minimum enclosed dwelling area shall not be less than 1,800 square feet. In no case shall concrete block be exposed; if used for foundation or any wall, it shall be stuccoed or brick veneered.

4. Minimum setback lines are described on said Plat; also the COMPANY shall have the right to control the maximum setback lines and may require dwellings to be staggered purely for aesthetic reasons. No dwellings shall in any case be located nearer than ten (10) feet to any side lot line.

5. The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.

6. All lots in said THORNHILL SUBDIVISION shall be used for residential purposes, exclusively, except as provided in #20 herein. No structure, except as hereinafter provided shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling and one (1) small one-story accessory building which may include a detached private garage provided the use of such dwelling or accessory building does not overcrowd the site and provided further, that such building may not be constructed prior to the construction of the main dwelling. Any accessory building shall be painted and maintained properly.

7. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. There shall not be maintained any plants, animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by owners thereof. No lot shall be used for schools, kindergartens, or churches. Ordinary household pets are permitted in the subdivision. Horses, cows, swine, goats, poultry, and sheep are specifically excluded.

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8. No signboard shall be displayed on any lot except "For Sale" or "For Rent," and such sign shall not be more than 2' x 3' in size, except the COMPANY shall have the right to use additional signs for development of the subdivision.
9. Each lot owner shall provide space for parking two (2) automobiles off the street prior to the occupancy of any dwelling constructed on said lot in accordance with reasonable standards established by the COMPANY. The parking area and driveway of all dwellings shall be paved with asphalt, or concrete, or other material if approved by the COMPANY.
10. If garbage or trash is to be kept outside the dwelling area, each lot owner shall provide receptacles for such in a screened area or provide underground receptacles or similar facility.
11. All sewage disposal shall be by septic tank installed with the approval of the County or State Board of Health, or by public main or sewage lines approved by the Spartanburg Sanitary Sewer District and the State Board of Health and Environmental Control. No residence (or foundation) shall be constructed until a building permit has been obtained from the County of Spartanburg.
12. As noted on said Plat, all lots are subject to a 7 1/2' drainage and utilities easement on all lot lines except on front lines adjoining the road right-of-ways. Additional easements are specified on said plat.
13. No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction.
14. No trailer, tent, barn, tree house or other similar outbuilding or structure shall be permanently placed on any lot at any time. No motor vehicles shall be permitted to stand in the subdivision which do not have current license plates. No bus, transfer tractor, transfer trailer or tractor-trailer combinations shall be allowed in the THORNHILL Subdivision at any time except for loading and unloading. Also no other trucks with a total length of over eighteen (18) feet shall be allowed at any time, except for loading and unloading. Boats, travel trailers and motor homes shall remain behind the minimum setback lines as designated on said plat.
15. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within the accessory building, within the screened area required in paragraph 10 herein, or buried underground.

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16. No lot shall be subdivided, or its boundary lines changed except with the consent of the COMPANY. However, the COMPANY hereby expressly reserves to itself, its successors or assigns, the right to replat any two (2) or more lots shown on the plat of said subdivision in order to create modified building lots; and to take such other steps as are reasonably necessary to make such replatted lots suitable and fit as a building site to include, but not be limited to the relocation of easements and right of ways to conform to the new boundaries of said replatted lots, provided that the minimum lot size shall not be less than 22,000 square feet.

17. No fence shall be permitted any nearer the street than the rear corner of the dwelling with the exception of decorative split rail fencing. On corner lots the fence may not come closer to the side street than the side of the house nearest the street. Fencing can only be up to six (6) feet high and material(s) must be approved by the COMPANY. Chain link, split rail and shadowbox fencing may be used. The COMPANY may approve, in writing, fencing at other locations on the lot if requested by the property owner.

18. The Company has installed street lights in THORNHILL, and will pay all costs for operation of these lights until June 1, 1988; after that date it will be the responsibility of the home owners to continue service.

19. Satellite dishes will NOT be permitted in THORNHILL. Clothes lines will NOT be permitted in THORNHILL.

20. The COMPANY reserves the right to designate as many as three (3) lots in THORNHILL Residential Community as Recreation Areas; these lots will be excluded from the restrictions, covenants and building standards, but will be restricted by deed for recreation uses only.

21. All mailboxes in THORNHILL must be approved by the COMPANY. The COMPANY will supply, at no cost to the lot owner(s), these mailboxes until July 1, 1988. After July 1, 1988 all lot owners must supply their own mailboxes and these must be identical to those supplied by the COMPANY prior to July 1, 1988.

22. The restrictions, covenants and building standards contained herein are to run with the land and shall bind on all parties and all persons claiming under the grantors until January 1, 2010 at which time said restrictions, covenants, and standards shall terminate unless a majority of all of the lot owners in the THORNHILL subdivision shall agree in writing at least thirty (30) days before January 1, 2010 to extend the time of said restrictions, covenants, and standards.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 16th day of JUNE, 1986.

In the presence of:

MARK III PROPERTIES, INC.

Victoria K. Curless

BY: [Signature] (SEAL)
John W. Beeson, President

Linda W. Belcher

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Mark III Properties, Inc., by John W Beeson, its President, sign the within instrument and as their act and deed deliver the within instrument, and that (s)he with the other named witness subscribed above witnessed the execution thereof.

Sworn to before me this 16th day of JUNE, 1986.

[Signature]
Notary Public for SC
My commission expires: 1/4/87

Victoria K. Curless