

STATE OF SOUTH CAROLINA }  
 }  
 COUNTY OF SPARTANBURG }

RESTRICTIVE COVENANTS  
 and EASEMENTS  
 WILDWOOD ESTATES

WHEREAS, MARK III PROPERTIES, INC., is the Developer of a certain tract of land located near the City of Spartanburg, known as WILDWOOD ESTATES as shown on plat dated August 25, 2005 made by Neil R. Phillips, and recorded in Plat Book 158 at Page 702 on 10-5-05;

WHEREAS, the Developer desires to impose certain restrictive covenants upon said property in order to insure its use for residential purposes, to prevent impairment of the attractiveness of the property, and to maintain the desired quality of the community with no greater restriction on the free and undisturbed use of the property than is necessary to insure the same advantages to the other lot owners;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENT that the undersigned, MARK III PROPERTIES, INC., does hereby make and declare the following restrictions on the uses to each lot or tract in the above described and platted property, and the undersigned owner does hereby declare that such restrictions shall constitute covenants with the land and shall be binding on all parties and all persons claiming under and for the benefit of and limitation on all future owners in such development, this declaration of restrictions being designed for the purpose of creating and maintaining the development as a desirable, uniform, and architecturally suitable development.

1. 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 of the 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 the said development has been recorded.
2. All lots in the above referred to development shall be known and designated as residential lots, except any land or lots set aside by Developer for recreational or common area purposes.
  - (a) Square footage requirements are 2500 square feet of enclosed, heated living space, not including garages, porches, breezeways, and unfinished basements. All habitable buildings must be set back from the front, side and rear property lines by at least the minimum number of feet required by the set back lines shown on the recorded subdivision plat of the property and/or as required by applicable zoning laws or subdivision regulations, provided the side set back lines shall be no less than ten (10) feet and rear set back line shall be no less than twenty (20) feet. Concrete block walls may not be used unless faced with brick, stucco, or other material approved by the Developer. No lot shall be further subdivided without the consent of the Developer, or its designee.

DEE-2005-56312  
 Recorded 7 Pages on 10/27/2005 4:18:41 PM  
 Recording Fee: \$13.00 Documentary Stamps: \$0.00  
 Office of Register of Deeds, Spartanburg, S.C.  
 Stephen Ford, Register



However, any two lots may be replatted so as to change the property lines but may not create additional lots.

3. No building, whether single dwelling house, garage, or other outbuilding, or driveway, shall be erected, placed, or altered on any building lot in this development until the building plans, specifications, and plot plan showing the location of such building or driveway have been approved in writing as to conformity and harmony of the external design with existing structures in the development, and as to location of the building or driveway with respect to the topography and finished ground elevation, by the Developer or its designee. Approval shall not be arbitrarily withheld. If such shall not be approved within thirty (30) days after being submitted to the Developer, then such approval shall not be required; provided, however, the design and location of the building or driveway shall conform to and be in harmony with the existing structures in the development. The Developer may disapprove, for any reason, including purely aesthetic reasons.

4. No noxious or offensive activity shall be carried on upon any lot, where the same would constitute a legal nuisance to the neighborhood.

No animals shall be kept, maintained or quartered on any lot or any portion of the property except that cats, dogs, and inside pets (such as caged birds and hamsters) may be kept in reasonable numbers as pets for the pleasure of the occupants. All pets shall be kept in fenced areas or on leashes and each owner shall be responsible for the prompt disposal of all excrement or debris of any kind resulting from any pet(s) owned or maintained by such owner on his property.

No immoral, improper, offensive or unlawful use shall be made of the property, or any part thereof, and all valid laws, ordinances, and regulations of all governmental agencies having jurisdiction thereof shall be observed. All law, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the property, shall be complied with, by and at the sole expense of the owner.

Property owners will be required to keep tall shrubbery or hedges trimmed to reasonable limits so that air circulation or views from surrounding property will not be adversely affected. Further, all owners shall be required to maintain their lots and any improvements thereon at all times in a neat, attractive and presentable manner so as not to detract from the overall appearance of the subdivision or the surrounding property. Vegetable or ornamental gardens, and sandboxes or other children's play equipment shall be located only in the rear yard of any lot.

5. No commercial activity or enterprise of any type or nature shall be permitted to be conducted on or about any of the lots and the same is hereby specifically prohibited. Commercial use shall be deemed to include any use of the property for the purpose of a school, nursery, or kindergarten.

6. Split rail, board or masonry walls or fences may be constructed if approved. All locations and construction specs of all fencing shall be approved by the Developer in writing.
7. No motor vehicle shall be permitted to stand upon any lot in the development which does not have current license plates and is licensed for use on public roadways; no camping trailers, motor homes, boats, trailer hitches, or similar equipment, shall be permitted to stand on the front portion of any lot in view of the street; no portion of any lot shall be used for the operation of any motorized recreational vehicle, such as motorcycles, mini-bikes, go-carts, dune buggies, or similar equipment. No motorcycle shall be allowed in the subdivision unless it has approved mufflers or sound control devices. No bus, transfer tractor, transfer trailer or tractor-trailer combinations shall be allowed in the 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. No motor vehicle with signs displayed or equipment exposed shall be parked so as to be visible from the street.
8. There shall be reserved easements for the installation, repair, and maintenance of utilities and drainage facilities over and across the rear ten (10) feet of each lot and five (5) feet on each side of the side lot lines.
9. All sewage disposal shall be by septic tank and must be approved by appropriate authority.
10. Sidewalks may be required to be constructed on each lot before occupancy of any home constructed. Locations and size of sidewalk, if required, to be approved by Developer or its designee.
11. 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 determination has been made as to the suitability for building. All purchasers shall be presumed to have read these restrictive covenants.
12. No lot may be used in any manner or for any purpose that would result in the pollution of the air or any waterway that flows through or adjacent to the subdivision. All grading shall comply with rules of the appropriate governing agency.
13. No signboard shall be displayed on any lot in the development except "For Sale" or "For Rent"; said sign shall not be more than two by three feet in size, provided that the undersigned Developer or its successors shall have the right to use additional or larger signs for the development of the property.

14. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within a screened area, or buried underground.
15. Each lot upon which a residence is constructed shall have a mailbox of a type and size specified by Developer. Such mailbox shall be properly maintained at all times by the owner and shall not be altered or replaced except by a new mailbox identical to the one originally installed.
16. All garbage and trash containers shall be placed in screened areas. Clothes lines shall not be located in areas which are visible from the street or other properties.
17. No satellite dishes or outside antennae of any kind that are visible from the street shall be allowed on any lot, unless approved by Developer.
18. All garages facing the street on which the residence is located must be enclosed with garage doors.
19. Restrictions may be amended anytime by the Developer after approval by Julian E. Hankinson, until titles 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.
20. The Developer and any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and restrictions. If the Developer or an Owner or Occupant is successful in any such proceeding brought to enforce the provisions of these restrictions, such successful party shall be entitled to recover from the Defendant or Defendants all costs and attorney fees reasonably incurred in such proceeding. Failure by the Developer or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Developer shall have the right to request that law enforcement, public safety, and animal control officers come on the property to facilitate the enforcement of the laws, codes and ordinances of any governmental authority. Julian E. Hankinson shall have the right to enforce, by any proceeding at law or in equity, all of his rights hereunder. If Julian E. Hankinson is successful in any such proceeding brought to enforce his rights hereunder, such successful party shall be entitled to recover from the Defendant or Defendants all costs and attorney's fees reasonably incurred in such proceeding.
21. Developer may waive in whole or in part any minor or unintentional violations of any of the restrictions herein contained.
22. Should any mortgage or other lien of any type be foreclosed on the property, or any portion of the same to which this instrument refers, then the title acquired by such foreclosure, and the person or persons who thereupon and thereafter become the Owners of such property, shall be

subject to, and bound by, all of the covenants and restrictions enumerated herein.

23. 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 Wildwood Estates Homeowners Association, or the Developer until the Homeowners Association is formed, or (b) pro-rated share of the street lights, road maintenance and expense(s) for the entrance and common areas for property referred to herein. 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 at ten percent (10%) and legal 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. The annual assessment provided for herein shall commence on day of purchase as to any lot or residence. The annual assessment is hereby set at \$375.00 per year until the Developer or its designee changes such assessments. Builders who purchase lots for the purpose of speculative building will not be subject to this annual assessment unless and until title is transferred from builder to a homeowner, or time of first occupancy, or one (1) year from date of purchase, whichever occurs first. The Developer agrees to pay for all street lights and maintenance until December 31, 2005. The Developer will form the Homeowners Association at some time in the future and will appoint the initial Board of Directors. Until such time, the Developer, or its designee will collect all fees and administer the Homeowners Association. The Developer will be the Architectural Committee until designated to the Homeowners Association or other designee. Developer is specifically excluded from paying fees or assessments but will fund any deficit until adequate income is available to pay expenses or until December 31, 2006, whichever occurs first.
24. Developer may assign his rights and obligations to Wildwood Estates Homeowners Association or other designee at any time.

IN WITNESS WHEREOF, the undersigned owners have caused this instrument to be executed and their seals affixed this 17<sup>th</sup> day of October, 2005.

WITNESSES:

[Signature]  
WITNESS #1

Linda W. Belcher  
WITNESS #2

MARK III PROPERTIES, INC.

By: [Signature]  
John W. Beeson, President

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF SPARTANBURG

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, seal and as their act and deed deliver the within written Restrictive Covenants and Easements for Wildwood Estates and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 17<sup>th</sup> day of Oct. 2005.

Linda W. Belcher  
Notary Public for South Carolina  
My commission expires: 2/10/07

[Signature]  
WITNESS #1

Based upon the subdivision plat (containing 54 buildable lots with septic tanks) referenced above, presented to the undersigned by the Developer and incorporated herein by reference, the foregoing Restrictive Covenants and Easements are approved:

WITNESSES:

[Signature]

Dorothy C. Hiitt

APPROVED:

[Signature]  
Julian E. Hankinson, Jr.

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF SPARTANBURG

Personally appeared the undersigned witness and made oath that (s)he saw the within named Julian E. Hankinson, Jr. as his act and deed deliver the within written Restrictive Covenants and Easements for Wildwood Estates and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this  
11 day of OCT 2005.

Dorothy C. Hiitt  
Notary Public for South Carolina  
My commission expires: \_\_\_\_\_

[Signature]  
witness

MY COMMISSION EXPIRES MARCH 28, 2016

State of South Carolina  
County of Spartanburg