

DEED 51B PAGE 114

STATE OF SOUTH CAROLINA)
) A M E N D E D
) RESTRICTIVE COVENANTS AND EASEMENTS
) SHENANDOAH II
 COUNTY OF SPARTANBURG)

RECORDED
 1985 FEB 14 PM 4:07
 R.M.C.
 SPARTANBURG, S.C.

WHEREAS, F. Hugh Atkins, is the owner of a certain tract of land located near the City of Spartanburg, Spartanburg, South Carolina, as is evidenced in deed recorded in Deed Book 48X - 189 in the R.M.C. Office for Spartanburg County, the same subsequently having been platted as evidenced by plat of Blackwood Associates, Surveyors, of Shenandoah II Subdivision, prepared for F. Hugh Atkins, dated July 17, 1984, and being recorded in Plat Book 93 at page 77 in the R.M.C. Office for Spartanburg County; and,

WHEREAS, the owner desires to impose certain restrictive covenants upon the said property constituting Shenandoah II in order to insure its use for a tract for residential purposes only, to prevent impairment of the attractiveness of the property, and to maintain the desired quality of the community and thereby to secure each lot owner the full benefit and enjoyment of his home, with no greater restriction on the free and undisturbed use of his lot than is necessary to insure the same advantages to the other lot owners;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned, F. Hugh Atkins, does hereby make and declare the following restrictions on the uses to which each and every lot or tract in the above described and platted property constituting the said Shenandoah II may be put, and the undersigned owner does hereby declare that such restrictions shall constitute covenants to run with the land and shall be binding on all parties and all persons claiming under it 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 Shenandoah II development as a desirable, uniform, and architecturally suitable development, to wit:

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 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 the said development has been recorded, agreeing to change the said covenants and restrictions in whole or in part.

2. 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.

3. All lots in the above referred to development shall be known and designated as residential lots. No structures shall be erected, placed, or permitted to remain on any residential building lot other than one detached single family dwelling, having a minimum of 1400 square feet, excluding any unfinished basement, porch, veranda, breezeway, terrace or attached garage, and a private separate garage and two other utility out-buildings incidental to residential use of the lot solely.

4. No building shall be located nearer to the front lot line than 30 feet, nor nearer than 20 feet to a side street line; no building except an attached garage or other outbuilding located 100 feet or more from the front lot line shall be located nearer than 10 feet to any side lot line. Building lines shall be approved by developer. Developer reserves the right to waive any violation of the building line restrictions herein not to exceed 25 percent of the length of such building line and side line, and reserves the right to amend the building line and side line restrictions not to exceed 25 percent of the length of such lines.

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5. 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 lot plan showing the location of such building or driveway has been approved in writing as to conformity and harmony of 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 person or persons hereinafter to be designated by the owner, or its successors, from time to time as the Shenandoah II Architectural Committee. If such shall not be approved within thirty days after being submitted to the said committee, 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.

6. No concrete block shall be used in the construction of any building unless the exterior walls are faced with brick or some other material approved by the Architectural Committee, but asbestos siding shall not be used or approved by the committee for the covering of any exterior wall.

7. No lot shall be subdivided further except for the purpose of increasing the size of an adjoining original lot without developer's approval.

8. No trailer, mobile home, shack, garage, barn, pen enclosure, or other outbuildings, or other like structures shall be placed, constructed or maintained on any lot; provided, however, that not more than two utility type outbuildings purely residential in type and of conforming design and construction, and dog pens not larger than 20 x 20 constructed of painted or stained board or chain-link type fencing material, may be constructed, placed or maintained to the rear of the residence not closer than 10 feet from any side or rear property line.

9. No noxious or offensive activity shall be carried on upon any lot, whether the same would constitute a legal nuisance or not, nor shall anything be done thereupon which may be or become an annoyance or a nuisance to the neighborhood; no swine, cattle, chickens, or livestock may be kept or maintained whether temporarily or not, on the lots and no more than two dogs may be kept or maintained on any lot.

10. 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.

11. Chain-link or other wire or metal-type fences shall be prohibited, except on the rear of any lot not to extend past the back of any residence. Split rail, board or masonry walls or fences may be constructed, provided that the same shall be approved by the Architectural Committee through the procedures set forth in Paragraph 5 above. No wall of any type shall be permitted to be located in an area less than 75 feet from the front property line without the prior written approval of the Architectural Committee as set forth in Paragraph 5 above and then only in case of extreme need satisfactory to the Architectural Committee.

12. No motor vehicle shall be permitted to stand upon any lot in the development which does not have current license plates and is capable of being licensed; no camping trailers, 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.

13. There shall be reserved easements for the installation, repair and maintenance of utilities over and across the rear 10 feet of each lot and over and across 5 feet of each side line.

14. All sewage disposal shall be by septic tank and constructed

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with the approval of the State Board of Health and any appropriate county official.

15. No permanent structures shall be built in the flood plain.

16. 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 owner or its successors shall have the right to use additional or larger signs for the development of the property.

17. If any of the parties hereto, or their heirs or 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 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 conditions and either to 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.

18. 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 any way affect any of the other remaining provisions which shall remain in full force and effect, they being expressly acknowledged and agreed to be obligations severable and independent in nature.

IN WITNESS WHEREOF, the undersigned owner has caused this instrument to be executed and his seal affixed this 4th day of October, 1984.

WITNESSES:

Robyn C. Lanford

F. Hugh Atkins (SEAL)
F. HUGH ATKINS

Diane N. Bryant

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

PROBATE

Personally appeared before me Robyn C. Lanford and made oath that she saw the within named F. Hugh Atkins sign, seal and as his act and deed deliver the within written Restrictive Covenants, and that she with Dianne N. Bryant witnessed the execution thereof.

Sworn to before me this 4th day of October, 1984.

Robyn C. Lanford

Diane N. Bryant (SEAL)
Notary Public for South Carolina
My commission expires: 2-24-87