

RECORDED

DEED 72-N PG 334

STATE OF SOUTH CAROLINA 00 AUG 18 PM 4: 11

Land Use Restrictions, Protective
Covenants and Building Standards forCOUNTY OF SPARTANBURG R.M.C.
SPARTANBURG, S.C.**North Harbour - Section 2**

Whereas, Willowgull, A SC General Partnership hereinafter referred to as Developers, are the owners of a certain tract of land known as **North Harbour Section 2**, located in the County of Spartanburg, State of South Carolina, as shown on a plat prepared by **Joe E. Mitchell, RLS, entitled North Harbour, Section 2**, dated **June 15, 2000**, said plat recorded in **Plat Book 148, at Page 352** in the RMC Office for Spartanburg County, South Carolina, and

Whereas, Developers have agreed to establish a general plan of development as herein set out to restrict the use of occupancy of the property for the protection of the property and the future owners thereof,

Now, therefore in consideration of the premises, the Developers agree with any and all persons, firms or corporations hereinafter 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 comprised of the lots hereinafter described and shall enure to the benefit of and be binding upon the Developers, their successors, assigns and all other persons and parties:

1. The property which is made subject to the conditions set forth herein is more particularly described as Lots 36 through 63 inclusive as shown on the aforesaid plat (note: there is no Lot 41). These conditions shall in no way affect or restrict any other property formerly, currently or subsequently owned by Developers unless expressly made subject hereto in writing recorded in the R.M.C. Office for Spartanburg County.

2. The name North Harbour or any similar use of the name North Harbour is the sole and exclusive property of the Developers and cannot be used by any homeowner other than as used for this development, but may be used by the Developers as they see fit.

3. The Developers and their successors herein reserve the right to make modifications to these restrictions as necessary to prevent unreasonable hardship on an individual lot owner. In no case shall the square foot minimum be lowered nor shall a mobile home be permitted on any lot as a dwelling nor shall any lot be used for any purpose other than a single family residential use.

4. The Developers, their successors or any owner of a lot in the subdivision shall have the right to enforce compliance with these provisions by any proceeding at law or in equity against any person or persons violating or attempting to violate the same, either to restrain violation or to recover damages. The cost of such proceeding or action, including but not limited to attorney's fees, shall be at the expense of the owner in violation. Failure to enforce any covenant, restriction or building standard herein contained shall in no event be deemed a waiver of the right to do so thereafter.

5. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions, which shall remain in full force and effect.

6. The Developers and their successors reserve the right in their sole and uncontrolled discretion to approve or disapprove further subdivision of lots or portions thereof. Any such subdivision, if approved, shall carry the same Land Use Restrictions, Protective Covenants and Building Standards as all other lots in North Harbour.

7. No property owner, without the prior written approval of the Developers or their successors may impose any additional covenants or restrictions on any lots as shown on recorded plat or created by an approved division of same.

8-A. No lot shall be used except for single family residential purposes. All other purposes, agriculture, commercial and others are specifically prohibited. No building shall be constructed, altered or permitted to remain on any lot other than one detached, single family dwelling not to exceed two and one-half (2 1/2) stories in height. No dwelling having less than 2000 square feet of heated area, exclusive of carports, porches, decks, breeze ways, verandahs, garages, etc. shall be constructed on any waterfront lot - particularly lots 36 through 53 inclusive. No dwelling having less than 1800 square feet of heated area, exclusive of carports, porches, decks, basements, breeze ways, verandahs, garages, etc. shall be constructed, erected or placed on any non-waterfront lot - particularly Lots 54 through 63 inclusive.

8-B. Any dwelling on any lot that utilizes the area in a finished basement as a portion of the minimum heated area requirement as herein described (either 1800 or 2000 square feet) and is one story in height at ground level must be of a minimum size of 1600 square feet heated area on the first level of the dwelling, the

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first level being the ground floor as seen from the street. Any dwelling on any lot over one story in height at ground level must be a minimum of 1200 square feet of heated floorspace on the first level as described.

8-C. All dwellings on all lots must be constructed with a designer shingle roof with a pitch of the main portion of the roof being no less than 9 in 12. The front of all dwellings must face a street and the exterior of the front of the dwelling must be designed and built with a minimum of one half either brick or stone or stucco facing or a combination of the same. The orientation of houses on corner lots will be determined by the Developers or their successors and that determination will be made to maintain an orderly development.

9 - All house plans, building plans, model drawings and / or the like for the intended construction of a dwelling or a swimming pool on any lot must be approved by the Developers or his successors prior to commencement of clearing and/or excavation for construction. Submission of plans must include information relative to the area of placement and orientation of the dwelling and the septic tank or the swimming pool on the lot. No plans or construction calling for exposed concrete block will be approved or permitted. Upon submission of plans to the Developers or their successors, by or on behalf of a property owner, Developers or their successors shall approve, disapprove or recommend changes to plans within 30 days of their submission. Approval, disapproval or recommendation for changes may be made by the Developers or their successors for any purpose including compliance with these covenants, aesthetic reasons, maintenance of an orderly development and/or to preclude the construction of closely similar homes on lots in close proximity. In the event the Developers or their successors have not acted on the properly submitted plans within thirty days of their submission, the plans shall be deemed approved as submitted.

10. No business, industry, trade, occupation or profession open to the general public whether commercial or otherwise, or any obnoxious 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. No lot shall be used for schools, kindergartens, day care centers or churches. There shall not be maintained on any lot any plants, animals, device or thing of any sort the normal activities or existence of which is in any way obnoxious, dangerous, unsightly or unpleasant and/or which may diminish or destroy the enjoyment of property in the neighborhood by the owners thereof. Ordinary household pets are permitted but must not be allowed to roam freely within the development. Swine, goats, poultry, horses, cattle and sheep are specifically excluded. No breeding service intended for the sale of any animal shall be permitted on any lot.

11. No mobile or modular home, tent, barn, tree house, shack, travel trailer or other similar outbuilding or structure shall be placed on any lot at any time for use as a dwelling.

12. No specific time limit is placed on any lot sold for commencement of construction of a dwelling. However, owners of lots within the subdivision, either developed or undeveloped, shall keep the lots in a neat and attractive manner, free of debris and unsightly underbrush, weeds or other unsightly vegetation. Upon commencement of construction of a dwelling on any lot, the owner shall cause final completion of that construction within one year.

13. No buildings shall be constructed or located nearer than 30 feet from the front lot line of any lot as shown on said plat, nor nearer than five (5) feet to any side lot line, nor nearer than ten (10) feet to any rear lot line unless specifically approved by the Developers or their successors prior to construction.

14. Ten (10) feet on each side, front and rear lot line is reserved for utility and drainage easements, but the Developers or their successors reserve the right to cancel this easement if deemed appropriate by the Developers or their successors.

15. All building plans must include and provide for the use of silt fencing and other sedimentation control devices. All lot owners are responsible for erosion of soil from any lot which may run off, collect and settle on the road or drainage areas of the subdivision or inside the contour line of Lake Taylor Blalock.

16. Each Owner shall, at his own expense, carry adequate Hazard and homeowners insurance policies insuring the dwelling and improvements on his lot. In the event a dwelling or any improvement is damaged or destroyed, the owner thereof shall begin repair or reconstruction of the dwelling or improvement which shall be completed in a reasonable time. In the event a dwelling or improvement is damaged or destroyed, and the Owner does not begin repair or reconstruction within forty-five (45) days following the damage or destruction, he shall remove or cause to be removed, at his expense, all debris from the Lot, so that it shall be placed in a neat, clean and safe condition. If he fails to do so, the Developers or their successors may cause the debris to be removed, and the cost of removal shall constitute a lien upon the dwelling or improvement until paid by the Owner.

17. All sewage disposal shall be by septic tank system installed with the approval of the Spartanburg County Health Department or the South Carolina Department of Health and Environmental Control, or by

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public main or sewage lines approved by the governing body of such utility if ever made available. All septic systems must be maintained in proper working order at all times.

18. No motor vehicle shall be permitted to stay in the subdivision which does not have a current license plate. No bus, transfer tractor, transfer trailer or tractor trailer combination shall be allowed in the subdivision at any time except for loading and unloading. No other trucks with a total length of over eighteen (18) feet shall be allowed in the subdivision at any time except for loading or unloading. Boats, travel trailers and motor homes shall remain behind the minimum set back lines as designated on said plat and kept in the rear of the primary dwelling.

19. No sign board shall be displayed on any lot except "For Sale" or "For Rent" and such signs shall not be more than 2 x 3 feet in size, excepting the Developers who shall have the right to use additional signs for development of the subdivision in such location and size as they deem appropriate.

20. No TV antenna system or tower for the transmission or receiving of radio or television frequencies shall be erected, placed or maintained on any lot in said subdivision without the expressed, written approval of Developers or their successors. Only small dish satellite systems will be approved provided they are located to the rear of the dwelling.

21. All mailboxes must be of a uniform type approved by the Developers.

22. All electric service shall be underground.

23. No fuel tanks or similar storage receptacles may be exposed to view and shall be installed only within the main dwelling house or unit, within an accessory building, within a screened area or buried underground. All garbage cans or similar receptacles for collection of trash shall be kept hidden from view.

24. Gardens for the production of foods for personal consumption by any lot owner are permitted only to the rear of the primary dwelling and must not be visible from the road.

25. Any fence erected on any lot shall not extend forward toward the street beyond the rear corners of the main dwelling, unless approved by the Developers or their successors in advance of placement.

26. All driveways shall be either asphalt paved or finished concrete and shall be maintained in a good state of repair by the owner of the lot.

27. Nothing in these restrictions shall prevent mortgaging any lot or the passing of title under foreclosure, by deed or will or by intestate laws. The Developers or their successors reserve the right to intervene in any foreclosure that violates or intends to violate the intent of this covenant. Any transfer of title to any lot or portion thereof shall not alter the restrictions placed on any lot or portion thereof.

28. The Land Use Restrictions, Protective Covenants and Building Standards contained herein are to run with the land and shall be binding on all parties and all persons claiming unto the Developers or their successors until December 31, 2020, after which time said restrictions, covenants, and standards shall be automatically extended for successive periods of ten (10) years unless an instrument signed by two-thirds (2/3) of the then owners of the lots in the subdivision has been recorded, agreeing to change said covenants and restrictions in whole or in part.

Homeowners Association

The Developers shall cause to be incorporated under the laws of the State of South Carolina a non-profit corporation called North Harbour Homeowners Association hereinafter referred to as the Association, and the Developers shall deed common areas to the Association. Upon formation of the Association, the following regulations shall apply:

1. Upon its creation, the Association shall become a body independent of the Developers or their successors. The Association shall hold harmless the Developers or their successors for the use, maintenance and liability attributed to lands, properties, rights, covenants and amenities deeded from the Developers or their successors to the Association.

2. The Developers or their successors may at any time, by written document recorded in the R.M.C. Office for Spartanburg County, transfer and assign to the Association any or all rights under these Land Use Restrictions, Protective Covenants and Building Standards as well as any properties, street lights, pool, clubhouse and the like in North Harbour owned, managed or controlled by the Developers or their

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successors. The Association shall maintain adequate insurance to protect against the loss of any improvements caused by fire or other casualty and shall maintain grounds liability insurance against loss sustained by persons while on properties controlled by the Association.

3. Every person or entity who is a record owner of any lot which is subject to these Land Use Restrictions, Protective Covenants and Building Standards shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

4. The owner of record of each lot in the subdivision shall be entitled to one (1) vote for each lot owned at any meeting of the Association.

5. Each owner of record of a lot within the subdivision, excepting the Developers or their successors, shall be bound and obligated to contribute prorata toward the expense of administration, maintenance, repair and upkeep of the common areas, street lights, entrance way signs and such reasonable, necessary landscaping as may be determined by the Association, including liability insurance for the common areas.

6. The owner of a lot may not except himself from contributing to such expenses by waiver of the use or enjoyment of the facilities of the subdivision or of any property deeded to the Association, or by waiver of the use of enjoyment of the improvements, facilities and roadways located thereon or by the abandonment of the property belonging to him.

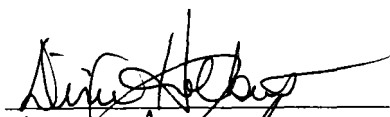
7. Any sums assessed by the Association as the prorata share of expense charged to any owner and which remain unpaid for a period of thirty (30) days or longer shall constitute a lien on such owner's property. Such lien shall be prior to all other liens except the following:

- a) Assessments, liens and charges for real estate taxes due and unpaid on the property;
- b) All sums unpaid on any deed of trust, mortgage, or other encumbrance duly of record against the property prior to the docketing of the aforesaid lien; or,
- c) Any materialman's or mechanics' liens;


8. A lien created by non payment of an owner's prorated share of the assessed expenses may be foreclosed by suit by said Association in like manner as a deed of trust or mortgage of real property, provided, however, a suit to recover a money judgment for unpaid prorata expenses may be maintained without bringing foreclosure proceedings and without waiving the lien securing the same. The cost of either such suit, including but not limited to attorney's fees, shall be borne by the owner who has not paid their prorated share of the assessed expenses.

In witness whereof, the undersigned have caused this instrument to be signed and sealed by its duly authorized partners or agents this 17 day of August, 2000

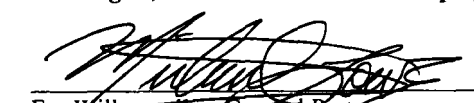
Willowgull, A SC General Partnership by:



 witness



 witness

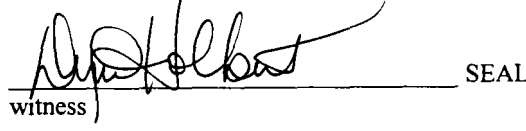


 For Willowgull as General Partner

PROBATE State of South Carolina County of Spartanburg

Personally appeared before me the undersigned witness and made oath that (s)he saw the partners of the within named Willowgull, A SC General Partnership as indicated above, sign, seal, and as their own acts and deeds deliver the within written Land Use Restrictions, Protective Covenants and Building Standards and that (s)he, with the other witness whose name is subscribed above, witnessed the execution thereof.

Sworn to before me this 17 day of August, 2000



 witness SEAL

Notary Public for South Carolina My Commission Expires: 12/01/2003