

GREENVILLE
S. C.

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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R.M.S.
KERSLEY

PROTECTIVE COVENANTS APPLICABLE TO
PROPERTY OF LAND INVESTMENTS,
A PARTNERSHIP

The undersigned, being the owner of those lots located in Greenville County, State of South Carolina shown on a plat recorded in the R.M.C. Office for Greenville County entitled Woodberry dated June 11, 1978 prepared by Heaner Engineering Company, Inc., does hereby agree that the covenants and restrictions hereinafter set forth shall be binding on all parties and all persons claiming under him until February 1, 2010, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

If the undersigned or his heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision or owning any portion of the remaining property of the undersigned adjoining said development or subdivision or for the undersigned or his heirs and assigns to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violation.

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

1. No building shall be located nearer to the front lot line or nearer to the side street line than the building set back line shown on the recorded plat. No building shall be located nearer to any interior side lot line than the distance represented by ten percent of the width of the lot (at the building set-back line) on which said building is to be located. No building shall be erected on any lot nearer to the front lot line than the building setback line as shown on the recorded plats and any such building shall face toward the front line of the lot except that buildings to be constructed on corner lots may face the intersection.

2. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by the architectural committee or by a representative designated by said committee. In the event of death or resignation of any member of said committee, the remaining member shall have full authority to approve or disapprove such design, and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location, within 30 days after said plans and specifications have been submitted to it or in any event, if no suit to enjoin the erection of such building, or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed, pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after February 1, 1984. Thereafter, the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the ten recorded owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee. No member of this architectural committee shall be liable

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