

color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and in general, to provide adequately for a high type and quality of improvement in said property and thereby to enhance the values of investments made by purchasers of building sites therein.

(A) All building sites in the tract shall be known and described as residential building sites. No structures shall be erected, altered, placed, used, or permitted to remain on any building site other than one detached single-family dwelling not to exceed two and one-half stories in height, a private garage for not more than three cars, guest house, servants' quarters, and other out building incidental to residential use of the premises.

(B) No building shall be erected, placed, or altered on any of the premises in said development until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity with these restrictions, conformity and harmony of external design with existing structures in the development, and as to the location of the building with respect to topography and finished ground elevation, by an architectural committee composed of Rex L. Carter, J. E. Williams, and Irvin H. Philpot, all of Greenville, South Carolina, or by a representative designated by a majority of the members of said Committee. In the event of death or resignation of any member of said Committee, the remaining member or members, 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 thirty (30) days after said plan and specifications have been submitted to 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.

(C) Building Location. No building shall be located on any building site nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any building site nearer than 30 feet to the front lot line or nearer than 20 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a detached garage or other detached permitted accessory building located 50 feet or more from the front lot line. No dwelling shall be located on any interior building site nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves and steps shall not be considered as a part of a building, and open porches shall not be considered as a part of a building when on the front or rear thereof, but shall be considered as a part of a building when on the side thereof, provided, however, that this shall not be constructed to permit any portion of a building, on a building site, to encroach upon another building site.

(d) Lot Size. No residential structure shall be erected or placed on any building site, which has an area of less than 14,000 square feet or a width of less than 90 feet at the front building setback line for interior building sites and less than 120 feet for corner building sites.

(E) Nuisances. No noxious nor offensive trade or activity shall be carried on upon any building site nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. There shall be no commercial or industrial use of any building, property, or building site.