

PROTECTIVE COVENANTS
for
LOTS 1 thru 25, INCLUSIVE, OF SECTION "A"
of

"ELMWOOD HEIGHTS"
PROPERTY OF L. A. MOSELEY AND JOHN T. DOUGLAS
PLAT RECORDED IN PLAT BOOK "Y", PAGE 133, RMC
OFFICE FOR GREENVILLE COUNTY, S.C.

The undersigned, L. A. Moseley and John T. Douglas, being the owners of Lots 1 thru 25, of Section "A", as shown on plat of Elmwood Heights referred to above, do hereby agree that the covenants and restrictions hereinafter set forth shall be binding on all parties and all persons claiming under them until January 1, 1980, 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 parties hereto, or any of them, or their 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 Section "A" of said development or subdivision 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 so doing or to recover damages or other dues for such violation.

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

1. No building shall be located on any residential building lot nearer than the building setback line as shown on the recorded plat.

2. No dwelling shall be erected on Lots 1 through 7, inclusive, of Section "A", having a value of less than \$5,000.00, and no dwelling shall be erected on Lots 8 through 25, inclusive, having a value of less than \$6,000.00.

3. No trailer, basement, tent, shack, garage, barn or other out-building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

4. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 7500 square feet or a width of less than 70 feet at the front building setback line.

5. 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 a committee composed of L. A. Moseley and John T. Douglas, 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