

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

RESTRICTIONS AND PROTECTIVE COVENANTS FOR
WHITE HORSE HEIGHTS PROPERTY OF C. E. LLOYD

The following restrictions and protective covenants shall apply to all the development known as White Horse Heights as shown, divided into lots on plat of property of C. E. Lloyd of Greenville, South Carolina, made by C. C. Jones, Civil Engineer, December 20, 1952. These covenants shall be binding on all parties and all persons claiming under them until December 20, 1982, at which time said covenants shall automatically terminate unless by a vote of a majority of the then owners of the lots, it is agreed in writing to extend said covenants until such period of time as they may see fit.

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

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.

a. All lots in the tract shall be known and designated as residential lots. No residence shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single family dwelling, together with the garage and other outbuildings incidental to residential use of the plot. Dwellings are not to exceed two stories in height and a private garage for not more than three automobiles.

b. Before any building shall be erected, placed or altered on any building plot, sketches, permanent plans and specifications shall be submitted to a building committee for this development who will approve, or make recommendations, with respect to the building conforming and harmonizing with the existing structures, or houses, having been approved and/or to be constructed. It shall be the duty of this committee to see that no building or buildings by its design shall devalue the surrounding property. The building committee shall consist of C. E. Lloyd, C. E. Lloyd, Jr., and Waco F. Childers, Jr., 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 or location within thirty days after said plan and specifications have been submitted to it, or in any event, if no suit to enjoin the application of such building or the making of such authorizations have 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 said committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duty of such committee and all of its designated representatives shall cease on and after December 20, 1982. 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 and the then record 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.

c. No building shall be located nearer to the front lot line or nearer to the side street line than the building set-back lines shown on the recorded plat. No building or structure shall be located nearer to any side lot line than 10% of the width of the lot on the building line.

d. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.