STATE OF SOUTH CAROLINA

OLLIE . W. SIMURTH

COUNTY OF GREENVILLE

BUILDING RESTRICTIONS AND PROTECTIVE COVENANTS

The following building restrictions or protective covenants are hereby imposed by the undersigned who is the owner of all lots in a subdivision known as "PLAINVIEW" and shown on a plat thereof prepared by Jones and Sutherland, Engineers, and recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book QQ Page 23, said covenants to run with the land and shall be binding on all persons claiming under them until January 1, 1974, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a majority of the then owners 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 contained, it shall be lawful for any other person, or persons, owning any real property situate in 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, orthem, from so doing or to recover damages or other dues for such violation. The invalidation of any one of the covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

- 1. No lot shall be used except for residential purposes.
- 2. No building shall be located nearer to the front lot lines or nearer to the side street lines than the building lines shown on the recorded plat.
- 3. No building shall be erected, placed, or altered on any building plot in this subdivision until the building plas (including front, side and rear blevations), specifications (including construction materials), and plot plan showing the location of such building has been approved in writing as to conformity and harmony of external design with existing structures in the subdivision and as to location of the buildings with respect to topography and finished grade elevation by a committee composed of Jerome K. Jay, Hazel P. Jay, and T. D. Nolan, or by a representative designated by a majority of the members of said committee. The undersigned property owner reserves the right to change or increase the membership of said committee at any time. In 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 representatives, fails to approve or disapprove such design and location within thirty (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 buildings 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 serve on and after January 1, 1974. 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 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 this committee.

4. No lot shall be re-cut so as to face in any direction other than as shown on the recorded plat; nor shall any lot be re-cut so as to contain an area less than it now has, as shown on said recorded plat, unless such recutting is done for the purpose of enlarging the size of the adjacentlot. All lots with building now thereon are hereby expressly excepted from this restriction.

LAW OFFICES
SIDNEY L. JAY
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