STATE OF SOUTH CAROLENA (1 2 35 PM '80 COUNTY OF GREENVILLE THE COVENANTS

Building restrictions or protective covenants applicable to lots shown on plat of Phase II, White Oak Hills, recorded in the R.M.C. Office for Greenville County in Plat Book <u>7C</u> at Page <u>95</u> also being known as the same property conveyed to Bobby Joe Jones Builders, Inc. and A. J. Prince Builders, Inc. by deed of Waco F. Childers, Jr., et al, recorded in the R.M.C. Office for Greenville County in Deed Book <u>1120</u> at Page <u>891</u> and shown on a plat recorded in the R.M.C. Office for Greenville County in Plat Book O at Page 179.

WHEREAS, it being the desire of Bobby Joe Jones Builders, Inc. and A. J. Prince Builders, Inc. to restrict the use of the property described in deed from Waco F. Childers, Jr., et al. to Bobby Joe Jones Builders, Inc. and A. J. Prince Builders, Inc., said deed being recorded in the R.M.C. Office for Greenville County in Deed Book 1120 at Page 891 and also shown on a plat of White Oak Hills Subdivision, Phase II, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book 7-C at Page 95.

These covenants are to run with the land and shall be binding on all persons claiming under them until January 1, 2000, at which time said covenants shall be automatically extended for successive periods of ten 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 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 or them from so doing 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 wise effect any of the other provisions, which shall remain in full force and effect.

NOW, THEREFORE, know all men by these presents that we, Bobby Joe Jones Builders, Inc. and A. J. Prince Builders, Inc. and Waco F. Childers, Jr., as part of the consideration for the purchase of the subject property and mutual promises and covenants herein contained, do hereby impose the following restrictions and protective covenants upon the property shown on this plat which is recorded in the R.M.C. Office for Greenville County in Plat Book 7-C at Page 95, as follows:

- l. These lots shall be used solely and exclusively for single-family residential dwellings and shall not be used for commercial or business purposes, provided, however, that nothing herein shall be construed to prevent the undersigned owners from maintaining temporary offices and storage on any lot while the subdivision is being developed.
- 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 shall have been approved in writing as to the conformity and harmony of external design and materials 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 Bobby Joe Jones and A. J. Prince, 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

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