

STATE OF SOUTH CAROLINA *
 COUNTY OF GREENVILLE * RESTRICTIVE COVENANTS

WHEREAS Elmer-S. Wilson is the owner of all the lots in the Bonaire Acres Subdivision as shown on plat prepared by C. C. Jones, Civil Engineer, dated September, 1964 and which plat will be recorded forthwith in the R. M. C. Office for said County; and

WHEREAS Elmer S. Wilson is developing the said property by promoting the erection of residences on the various lots on said plat for residential purposes; and

WHEREAS Elmer S. Wilson is desirous of creating and putting into effect for the mutual protection of himself and the purchasers of any of the lots in said plat the protective conditions and restrictions hereinafter contained;

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS, That the said lots as shown on said plat are hereby encumbered with the following conditions and restrictions which shall be construed as covenants running with the land and binding upon the said Elmer S. Wilson, his heirs and assigns, and upon any purchaser of said property, their successors, heirs and assigns, to-wit:

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 1, 1989, at which time said covenants shall be automatically extended for successive periods of 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 as shown on said plat 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 affect any of the other provisions which shall remain in full force and effect.

2. All lots as shown on said plat shall be known and described as residential lots. No structures shall be erected, placed, or permitted to remain on any of said lots other than one detached single family dwelling and a private garage for not more than two cars and other outbuildings incidental to residential use of the lot. This restriction shall not prevent any person from using more than one lot for one dwelling house.

3. During the life time of Elmer S. Wilson no building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plat 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, finished ground elevation, and with respect to distance from side lot lines by Elmer S. Wilson. In the event Elmer S. Wilson fails to approve or disapproves such design and location within thirty days after said plans and specifications have been submitted to him, or in any event, if no suit to enjoin the erection of such building, or the making of such alterations have 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. Elmer S. Wilson shall not be entitled to any compensation for services performed pursuant to this covenant.

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