

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S. C.  
SEP 3 3 19 PM '80  
DONNIE S. TANNER  
R.M.C. } WERSLEY

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR BLACKBERRY COURT,  
a part of a Planned Unit Development

WHEREAS, Academy Rental Company, a partnership, has purchased ten lots and constructed ten patio homes of these lots, said homes being joined by a common walls as shown on plat recorded in Plat Book 7-X at Page 7 and in Plat Book 7-Y at Page 76 of the RMC Office for Greenville County, South Carolina; and

WHEREAS, the Developer, Academy Rental Company, a partnership, desires to submit this subdivision to Covenants, Conditions and Restrictions for the mutual benefit of all the owners; and

WHEREAS, the Developer herein further reserves the right for the homeowners in this subdivision to form a homeowners' association to adopt By-Laws, rules and regulations for governing this unique development, and to amend, change or add to these restrictions as said association deems necessary; and

WHEREAS, in the meantime, the Developer desires to impose minimum restrictions for the protection of the owners while the units are being sold,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the property known as Blackberry Court, as shown on plat recorded in Plat Book 7-X at Page 7 of the RMC Office for Greenville County, South Carolina, shall be subject to the following conditions and restrictions until further amended by the homeowners' association as provided above:

1. All numbered lots shall be used for one single family residential dwelling.
2. If any dwelling is destroyed in whole or part by fire or otherwise, it can only be replaced in the same location on the lot, attached to the adjacent dwelling as before, with the same floor plan, divided by a common wall with the same architectural design. Materials used for an reconstruction or maintenance shall be equal to or better than those used for the original dwelling.
3. No house trailer(s) shall be placed on any lot, temporarily or permanently.
4. No structure of a temporary nature shall be used as a residence.
5. No business, noxious or offensive activity shall be carried on anywhere on the property, nor shall anything be done which may become a nuisance or menace to the neighborhood.

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