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GREENVILLE CO. S. C.

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE)

RESTRICTIVE COVENANTS

For your protection as a home owner, these restrictions and covenants have been provided. These Restrictions are applicable to the numbered lots appearing on the Plats entitled FARMINGTON ACRES IV, made by Arbor Engineering, dated September 7, 1977, said plat being recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 6-H, at Page 14.

I. USES PERMITTED AND PROHIBITED.

1. All numbered lots shall be used exclusively for single family residential dwellings.
2. No trailer, basement, tent, shack, garage, barn or other outbuilding erected upon any lot shall at any time be used as a residence either temporarily or permanently. No structure of a temporary nature shall be used as a residence.
3. No house trailer shall be placed on any lot either temporarily or permanently. Any camping trailer and/or similar equipment used for the personal enjoyment of a resident of a lot shall at all times be parked to the rear of the dwelling and shall not be parked in the front or side thereof. Such equipment shall at all times be neatly stored and positioned to be inconspicuous. No tree houses or play houses shall be erected on any lot unless previously approved in writing by the Architectural Committee.
4. No noxious or offensive activity shall be carried on anywhere on the property subject to these covenants, nor shall anything be done thereon which may be or become a nuisance or menace to the neighborhood. No numbered lot or any part thereof shall be used for any business or commercial purpose or for any public purpose.
5. All fuel oil tanks or containers shall be covered or buried underground consistent with normal safety precautions, and applicable to governmental regulations.

6. No animals shall be kept maintained or quartered on any lot except that cats, dogs, and caged birds may be kept in reasonable numbers as pets for the pleasure of the occupants.

II. SETBACK, LOCATION AND SIZE OF IMPROVEMENTS AND LOTS.

1. No building shall be erected on any lot nearer to the front lot line than the building set back line as shown on the recorded plats and any such building shall face toward the front line of the lot except that buildings to be constructed on corner lots may face either street or the intersection line. No residence shall be nearer to any side lot line than a distance equal to 10% of the width of the lot measured at the building setback line or 10 feet, whichever is greater.

2. No detached garage or other outbuilding shall be nearer than 75 feet from the front lot line nor nearer than 5 feet from any side or rear lot line.

3. No wall, fence or hedge shall be erected across or along the front of any lot and nearer to the front lot line than the building setback line having a height of more than 3 feet.

4. No lot shall be recut without first obtaining the written permission of the Architectural Committee created under Article III thereof.

5. Nothing herein contained shall be construed to prohibit the use of more than one lot or of portions of one or more lots as a single residential unit, provided, written approval thereof shall first be obtained from the Architectural Committee, and provided, further, said site faces as required by these restrictions and the recorded Plat.

6. The minimum floor space shall be 1200 square feet and shall apply to all numbered lots. In calculating the minimum floor space there shall be included the heated area of the residence. Porches, garages and breezeways and unfinished basements shall be excluded from the calculation.

7. No garage or other outbuilding more than one story in height shall be erected upon any numbered lot.

III. APPROVAL OF PLAN CHANGES.

1. The Architectural Committee shall be composed of L. H. Tankersley and C. Timothy Sullivan. In the event of the failure or inability, for any reason, of a member to act, the vacancy created shall be filled temporarily or permanently, as necessary, by the remaining member of the Committee.

2. No improvements or buildings shall be erected, placed, or altered on any lot or lots until and unless the building plans, specifications and plat plan showing the proposed type of construction, exterior design, and location of such residence have been approved in writing as to conformity and harmony of external design and consistence with plans of existing residences or other buildings and as to the location of the structure with respect to topography and finished ground elevation, by the Architectural Committee.

3. In order to prevent duplication of buildings or improvements to be constructed in this section or adjacent section, the Committee is vested with full authority to approve or disapprove plans for the construction of any building or improvements with its major features so similar to an existing building or improvement as to be construed as a practical duplication thereof in the discretion of the Committee.

4. In the event said Committee fails to approve or disapprove such designs and plans within 30 days after said plans have been submitted to it, or in any event, if no suit to enjoin the erection or alteration of such building or improvement had been commenced before such erection or alteration is substantially completed, such prior approval will not be required and this covenant will be deemed to have been fully complied with and no suit or claim will be available to said Committee, nor to any lot owner or other person. The term "building or improvement" shall be deemed to include the erection, placement, or alteration of any outbuilding wall or fence to be made in any lot.

5. The Committee is authorized by unanimous vote of all its members to approve or ratify in the construction or alteration of any building minor violations of the requirements

herein set forth under Section II, "Setbacks, Location and Size of Improvements and Lots", if in the opinion of all the members of the Committee the same shall be necessary to prevent undue hardship because of topography, the shape of any platted lot or the setback lines as shown on the recorded Plats, and if in the opinion of the members of the Committee such violation will cause no substantial injury to any other lot owner. In no event may the Committee approve or ratify a violation of the front setback line of more than 5 feet or of the main building side line restriction of more than 4 feet or of the restrictions as to building size imposed by Section II hereof. The approval or ratification by the Committee in accordance with the paragraph shall be binding on all persons.

IV. EASEMENTS.

1. An easement is reserved over the rear and side lot lines 5 feet in width on each lot for the installation, operation and maintenance of utilities and for drainage purposes. Such other easements across the lots as are shown on the recorded plat are also reserved.

The easements herein provided for shall include the right to cut trees, grade swales or ditches, lay drain pipes or do such other things as may be reasonably required to provide for necessary drainage.

V. MISCELLANEOUS.

1. No signs shall be permitted on any residential lots except that a single sign offering property for sale or for rent may be placed on any such lot provided such sign is not more than 24 inches wide by 20 inches high.

2. The property within the subdivision is hereby declared to be a bird sanctuary and any hunting of any wild birds is hereby prohibited.

3. Nothing herein contained shall be construed to prevent the developers, or their successors and assigns, from maintaining temporary sales offices and storage on any lot while the subdivision is in the process of being developed and/or residences being constructed therein.

4. The covenants herein contained are to run with the land and shall be binding on all persons claiming under them for a period of 25 years from the date these presents are recorded, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the lots, it is agreed to change said covenants and building restrictions in whole or in part.

If the undersigned, or their Successors, Heirs of Assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person owning any real property situated in said 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 or more 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.

IN WITNESS WHEREOF, the said developers have hereunto set their Hands and Corporate Seals at Greenville, South Carolina, this 4th day of OCT., 1977.

Witnesses:

[Signature]
[Signature]
L. H. Tankersley

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named L. H. Tankersley sign, seal, and as his act and deed, deliver the within written Restrictions, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 4th day of OCT., 1977.

[Signature] (LS)
Notary Public for South Carolina.
My Commission expires:
8/28/78

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