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STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

RESTRICTIVE COVENANTS

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KNOWN ALL MEN BY THESE PRESENTS, what WINDSOR AUGHTRY CO., INC., a corporation organized and existing under the laws of the State of South Carolina, with its principal office and place of business in the City of Greenville, S.C., does hereby covenant and agree to and with all persons, firms and corporations now owning or hereafter acquiring any numbered lot in Pleasant Ridge, Greenville County, South Carolina, as shown by plat recorded in plat book 34-C, at page 134 of the Office of the Register of Mesne Conveyance, Greenville County, South Carolina, that said numbered lots are hereby subjected to the following restrictions as to use thereof, and the said restrictions are to run with the said property, and every part thereof, by whomsoever owned, to wit:

1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential, street and park purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

2. BUILDING SETBACK: No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than twenty (20) feet to the front line, or nearer than ten (10) feet to any side street line. No building shall be located nearer than five (5) feet to any interior lot line, except that no side yard shall be required for a separate garage not attached to the house or other permitted accessory building located seventy (70) feet or more from the minimum building setback line. For the purpose of this covenant, eaves, steps, and porches and carports shall not be considered as part of a building, provided however that this shall not be construed to permit any portion of building on lot to encroach upon another lot. Deviations from building line restrictions not in excess of 15% shall not be construed as a violation of these covenants.

3. DWELLING SIZE: No dwelling shall be permitted, costing less than \$50,000.00 based on current building costs and having a ground area of the main structure, exclusive of one-story open porches and garages, of less than 900 square feet for a one-story, nor less than 1200 square feet for a dwelling of more than one-story, including "split-level" dwellings.

4. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width at the building line of less than 60 feet nor shall any dwelling be erected or placed on any lot having an area of less than 9000 square feet, except that this provision shall not prevent a dwelling from being erected on any lot shown on the recorded plat.

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5. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, and over the rear ten feet and each side five feet of every lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of water drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Windsor/Aughtry Co., Inc., reserves the right to create and impose additional easements or rights of way over any unsold lot or lots for street, drainage and utility installation purposes by the recording of appropriate instruments and such shall not be construed to invalidate any of these covenants.

6. WAIVER OF UNINTENTIONAL VIOLATION: Windsor/Aughtry Co., Inc., may waive any unintentional violation of these restrictive covenants by appropriate instrument in writing.

7. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, or shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. This includes unsightly activities such as automobiles on blocks, an excessive number of parked automobiles or other vehicles on the lot in any location other than the driveway.

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8. **HOUSE TRAILERS, TRAVEL TRAILERS, AND BOATS:** No structure of a temporary character, house trailer, manufactured homes, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at such time as a residence either temporarily or permanently, but such provision shall not be considered to prohibit the keeping of travel trailers or boats, so long as they are not used as a residence either temporarily or permanently and are not parked outside. Out buildings for storage purposes must be of a design and exterior finish quality approved by the Architectural Committee.

9. **WALL, FENCE, OUT BUILDING OR HEDGE:** No wall, fence, out building or hedge shall be erected nearer than the building setback line, or beyond the front edge of the dwelling except for walls, fences, or hedges which may be an integral part of the residence, or otherwise essential to the design of the house when approved by the Architectural Committee. Any such wall, out building or fencing within the above area must be of attractive and durable materials, and barbed wire, field fencing, poultry wire and similar types are prohibited. All front fencing facing any street must be of wood design. All fences, and out buildings must be approved by the Architectural Committee.

10. **FUEL OIL TANKS OR CONTAINERS:** All fuel oil tanks or containers shall be buried underground, or enclosed in a structure, in a manner consistent with normal safety precautions. Any structure to be erected for this purpose must be of an acceptable appearance approved by the Architectural Committee.

11. **ANIMALS OR LIVESTOCK OR POULTRY:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, but this shall not be construed to prohibit the keeping of dogs, cats, or other household pets, provided they are not kept, bred or maintained for commercial purposes, or in any manner which becomes a nuisance to adjacent property owners.

12. **BIRD SANCTUARY:** This property shall be declared a bird sanctuary and the hunting of wild birds or animals on any property in the subdivision is hereby prohibited.

13. **OUTSIDE RADIOS, TELEVISION ANTENNAS, OR SATELLITE DISHES:** No outside radio or satellite dishes shall be erected on any lot or dwelling unit unless and until permission for the same has been granted by the Architectural Committee. However, standard T.V. antennas attached to the roof of a home and 18" satellite dishes will also be permitted.

14. **DRYING CLOTHES OUTSIDE:** No drying or airing of any clothing or bedding shall be permitted outdoors on any lot.

15. **TERM:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless any instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

16. **ENFORCEMENT:** Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.

17. **SEVERABILITY:** Invalidation of any one of these covenants by judgment of court order shall in no wise affect any of the other provisions which remain in full force and effect.

18. **RESUBDIVISION** No lot or lots shall be resubdivided in a manner significantly different from the recorded plat as noted above.

19. **EXTERIOR MAINTENANCE** The exterior maintenance upon each lot, including the maintenance of the trees, shrubs, grass, sidewalks, buildings and improvements shall be the responsibility of each individual lot owner. Each individual lot owner shall maintain the exterior of his property, including grass surfaces, the repair, replacement and care of roofs, gutters, or downspouts, doors, windows or any mechanical or non-mechanical equipment and facilities which service the dwelling unit on each lot, the

painting or staining or the normally painted or stained surfaces at normal intervals, the mowing, trimming, pruning, and general care of trees, shrubs, and other landscaping items.

In the event that an owner of any lot in the properties shall fail to maintain the premises and the improvements situated thereon and the landscaping thereof as provided herein in a manner satisfactory to the Architectural Committee, after approval of a two-thirds (2/3) vote of the Architectural Committee, it shall have the right, through its agents or employees, to enter upon said parcel and to repair, maintain and restore the lot and the exterior of the building and the landscaping and any other improvements erected thereon. The cost of such exterior maintenance shall be paid by the lot owner. In the event all sums due are not timely paid by the lot owner, the Architectural Committee shall pursue appropriate legal action against the owner.

In order to enable the Architectural Committee to accomplish the foregoing, there is hereby reserved to the Architectural Committee the right to unobstructed access over and upon each lot at all reasonable times to perform maintenance as provided by this paragraph.

20. **ARCHITECTURAL CONTROL:** The Architectural Committee shall be composed of DREW NORWOOD. 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(s) of the Committee. All members shall constitute a quorum and a majority vote shall be required for the transaction of any business of the Committee. At any time the Architectural Committee shall so desire, it may select three homeowners in the subdivision to replace them as Committee members and such new members shall exercise all of the authority herein granted. Said Architectural Committee shall have the authority to review and approve all plans for the construction of any building or improvements including fences in order to prevent duplication of buildings and for aesthetic harmony.

21. The developer reserves the right to subject the real property in this Subdivision to a contract with Duke Power Company or other electrical utility for the installation of street lighting, which requires a continuing monthly payment to Duke Power Company by each residential customer.

22. As each phase in the subdivision is completed, cost of street lights and maintenance of common areas become the responsibility of the homeowners. When the builder has concluded development and construction, maintenance of entrance to subdivision shall also become the responsibility of the homeowners.

IN TESTIMONY WHEREOF, the undersigned have caused these restrictions to be signed by their respective duly authorized officer(s), this 27 day of February, 1997.

WITNESSES:

WINDSOR/AUGHTRY COMPANY, INC.

Jacqueline M. Boatwright by [Signature]
President
Maime S. Sman and [Signature]
Secretary

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared the undersigned witness, and made oath that (s)he saw the within named WINDSOR/AUGHTRY COMPANY, INC., by its duly authorized officers, sign, seal and as its 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 THE 3rd
DAY OF March, 1997

Jacqueline M. Boatwright

[Signature]
Notary Public for South Carolina

My Commission Expires:
May 12, 2005

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Judy A. Hill