

PROTECTIVE COVENANTS APPLICABLE TO NORTH  
ACRES AS SHOWN ON PLAT BY DALTON & NEVES

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1971, 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, which covenants shall be applicable to the lots shown on a plat of North Acres, which plat was made by Dalton & Neves and is recorded in the R M C. Office for Greenville County in Plat Book W, at page 157.

If the parties hereto, or any of them or their heirs or assigns, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated 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 prevent him or them from doing so or to recover damage 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.

(a) All lots in this tract shall be known and described as residential lots. With the following exception: Lot #3 to be play area. No structure shall be erected, altered, placed or permitted to remain on any residential plot other than one detached single family dwelling. Dwellings are not to exceed two and one half stories in height and a private garage for not more than two cars and such other outbuildings incidental to residential use of the plot.

(b) No buildings 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 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 and finished ground elevation, by a committee composed of C A Neal, J. A. Sizemore, and Silas Charping, or by a representative designed by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has 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. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such committee, and of its designated representative shall cease on and after January 1, 1971. Thereafter the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then