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STATE OF SOUTH CAROLINA

OLLIE FARNSWORTH

R. M. C.

COUNTY OF GREENVILLE

RESTRICTIONS AND PROTECTIVE COVENANTS  
FOR BLUE PERRY PARK

The following restrictions and protective covenants shall apply to all of the development known as Blue Berry Park, as shown divided into lots on plat of property of R. O. Nichols, made by C. C. Jones & Associates, Engineers, May, 1955, and recorded in the R. M. C. Office for Greenville County in Plat Book BB, at Page No. 18. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until May 31, 1980, at which time said Covenants shall automatically terminate unless by a vote of a majority of the then owners of the lots it is agreed in writing to extend said covenants for such period of time as they may see fit.

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 persons or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or inequity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing to recover damages or other dues for such violation.

Invalidation of any one of these Covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

1. No lots shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling together with garage and other outbuildings incidental to residential use of the plot.
2. Before any building shall be erected, placed or altered on any building plot, sketches, preliminary plans and specifications shall be submitted to a Building Committee for this Development, who will approve or make recommendations with respect to the building conforming and harmonizing with existing structures or those having been approved and are to be constructed. It shall be the duty of this committee to see that no building or buildings by its design shall devalue the surrounding property. The Building Committee shall consist of R. O. Nichols, James F. Nichols, and Joe H. Long, or by a representative designated 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 within 30 days after said plans and specifications have been submitted to it, or in any event, if no suit 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 representatives, shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such committee, and of its designated representatives, shall cease on and after May 31, 1980. Thereafter the approval described in this Covenant shall not be required unless, prior to said date and effective thereon, a written instrument and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.