

PROTECTIVE COVENANTS APPLICABLE TO A SUBDIVISION KNOWN AS
BELMONT HEIGHTS, NEAR GREER, SOUTH CAROLINA

1. The undersigned BELMONT HEIGHTS, INC., being the owner of all lots of land shown on plats of Belmont Heights, by Dalton & Neves, Engineers, recorded in the R. M. C. Office of Greenville County, in Plat Book ~~100~~, page ~~s 160 and 161~~, ~~xxxx~~, or any other plats of said subdivision to be hereafter recorded, does hereby impose on the said lots described on the plats the covenants and restrictions hereinafter set forth, which covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming under them until September 1, 1985, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the then owners of the lots in said subdivision, it is agreed to change and abrogate said covenants in whole or in part.

2. If the undersigned or its Successors and Assigns, or any property owner, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situate 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 to restrain or prevent him or them from such violation or recover damages or other dues for such violation.

3. 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.

4. All the numbered lots in said subdivision shall be known and designated as residential lots.

5. No lot shall be used except for residential purposes.

6. No building or structure 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 and servants quarters per family.

7. No building 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 existing structures, typography and finished ground elevation, by an architectural control committee composed of Earle R. Taylor, Fred L. Crow and Marion E. Lanford and a property owner representative selected by them. In the event of death or resignation of any member of said committee, the remaining members or member shall have full authority to approve or disapprove such design and location or to designate a representative with like authority, and also the remaining members or member shall have full authority to select and appoint any other person or persons to fill the vacancy or vacancies. 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 thereafter, 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, or its designated representatives shall be entitled to any compensation for services performed pursuant to the covenants. The powers and duties of such committee, and of its designated representative shall cease on and after September 1, 1985. 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 record owners of a majority of the lots in this subdivision and duly recorded, appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

8. No dwelling shall be constructed or permitted on any lot at a cost of less than \$15,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the

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