

FILED
STATE OF SOUTH CAROLINA GREENVILLE CO. S. C.
COUNTY OF GREENVILLE JAN 16 4 22 PM '81
DONNIE S. TANKERSLEY
R.M.C.

EV 1140 PAGE 961

DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS

The undersigned, Lincoln of South Carolina, Inc., a South Carolina corporation, hereinafter known as "Declarant", the owner of the properties described in Exhibit "A" annexed hereto and made a part hereof by reference, deems it in the best interest of itself and future owners of said properties to subject said properties to the protective covenants, restrictions, conditions, servitudes and easements hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the properties described in Exhibit "A" shall be held, sold and conveyed subject to the following easements, restrictive covenants and conditions, which are hereby imposed against said property for the purpose of protecting the value and desirability of said property; that the covenants, conditions and restrictions hereinafter set forth shall run with the property described in Exhibit "A" and be binding upon all parties having any right, title or interest in the said described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof and all owners of property in Watson's Orchard Subdivision as shown on plat recorded in the R.M.C. Office for Greenville County in Plat Book 000, Page 99, and the lot in Plat Book 4-C, Page 133, hereinafter referred to as "Watson's Orchard Subdivision", until January 1, 2010 at which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each unless, by vote of a majority of the then owners of the lots into which the property described above shall have been developed and in Watson's Orchard Subdivision, the within covenants, conditions and restrictions are changed or amended, in whole or in part. In the event such vote shall take place, such vote shall be cast by the legal title holder of each individual lot, provided, however, that only one vote shall be cast for each lot in the event legal title thereto shall be held jointly or otherwise.

If the undersigned, its successors or assigns, or any property owner of any lot into which the property described above shall subsequently be cut should violate or attempt to violate any of the covenants, conditions, and restrictions herein contained, it shall be lawful for any person or persons owning any of the real estate subject to these restrictions or in Watson's Orchard Subdivision to prosecute any proceeding at law in equity against the person or persons violating or attempting to violate same, to either prevent him or them from so doing, or to recover damages or dues for such violations.

Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

ARTICLE I.

USES PERMITTED AND PROHIBITED

(1) All lots shall be used exclusively for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family residential dwelling not to exceed two and one-half stories in height, and a garage attached or detached for private passenger automobiles and servants quarters, and which shall have been approved by the Architectural Committee for qualification of workmanship and materials, harmony of external design with existing structure and as to location with respect to topography and finished grade elevation.

(2) No trailer, basement, tent, shack, garage, barn or other out-building 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 and no house trailer shall be placed on any lot either temporarily or permanently.

(3) No obnoxious 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 an annoyance, nuisance, or menace to the neighborhood. No lot or any part thereof shall be used for any business or commercial purpose.

(4) All fuel oil tanks or containers shall be covered or buried underground consistent with normal safety precautions.

(5) No animals shall be kept, maintained or quartered on any lot or tract in this subdivision except that usual household pets may be kept in reasonable numbers for the pleasure of the occupants.

(6) Garbage and trash cans, wood piles and clothes drying in yards must be so located that they will not be visible from the street.

(7) Property owners will be required to keep tall shrubbery or hedges trimmed to reasonable limits where air circulation or view from surrounding property may be adversely affected or where traffic hazards may be created.

(8) Provisions must be made by the property owners for adequate off-street parking of all vehicles.

(9) Particular care must be given to the design and location of carports or garages. Carports or garages must be located away from the principal street of the house so that the main view of the house from the street will not be directly into such a carport or garage.

(10) A five-foot easement is reserved over and across all side lot lines and a ten-foot easement is reserved over and across all rear lot lines for drainage and utility installation and maintenance; provided that when more than one lot shall be used as a site for only one residence, the aforesaid five-foot easement shall apply only with respect to the exterior lines of such consolidated lot.

(11) Nothing herein contained shall be construed to prohibit the use of more than one lot or portions of one and more lots as a single residential building site, provided that said lot would otherwise meet the requirement as to size, frontage, set-back line and directional facing of said building as determined by the Architectural Committee.

ARTICLE II.

SET-BACKS, LOCATION AND SIZE OF IMPROVEMENTS AND OF BUILDING PLOTS

(1) No building shall be erected on any lot nearer to the front street line than 75 feet or nearer to the side street line than 50 feet. Any such building shall face toward the front line of the lot except that buildings to be constructed on corner

lots shall face in the direction designated by the Architectural Committee. No building or structure shall be located nearer to any interior side lot line than the distance represented by ten percent of the width of the lot (at the building set-back line) on which said building is to be located.

(2) Frontage and lot size restrictions are imposed as follows:

(i) The 14.79 acre tract of land fronting on Pelham Road described in Exhibit "A" shall have all lots facing Pelham Road with a minimum frontage of 200 feet, and a minimum lot size of 55,000 square feet.

(ii) The approximate 8 acre tract of land lying between Haywood Road and Watson's Orchard Subdivision described in Exhibit "A" shall be developed in such manner so that the frontage of all lots shall face inward toward Watson's Orchard Subdivision; each lot shall have a minimum area of 1.5 acres, and the property may not be subdivided in any manner to allow more than 4 lots. Access shall be to existing streets in Watson's Orchard Subdivision only. No direct access to Pelham or Haywood Roads shall be allowed, and no lot or structure situate thereon shall be designed to provide ingress from or egress directly to Pelham or Haywood Roads.

(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 set-back line having a height of more than three feet unless approved by the Architectural Committee. No corner lot shall have a wall, fence or hedge erected any closer to the street than the front building line of any adjacent lot unless approved by the Architectural Committee. Any such wall, fence, or hedge proposed to be erected or placed on any such lot whether as part of the architect's residence design or a later addition must receive the approval in writing of the Architectural Committee.

(4) No lot shall be recut so as to face in any direction other than the front line of the lot, nor shall it be recut so as to make any building site smaller than is provided for herein.

(5) No one-story, split-level or story-and-a-half residence shall be constructed containing less than 2,200 square feet of heated floor space exclusive of porches, garages, and breezeways. In computing the square footage of any

split-level or story-and-a-half residence or any residence containing a basement which is finished and heated, one-half credit shall be given for the area above or below the ground floor with a minimum of 2,000 square feet on the ground floor. No two-story residence shall be erected containing less than 1,400 square feet of heated floor space on the ground floor nor less than 1,100 square feet of heated floor space on the second floor exclusive of porches, garages, and breezeways.

ARTICLE III.

APPROVAL OF PLANS

(1) The Architectural Committee for this subdivision shall be composed of:

- (i) Three residents and owners in Watson's Orchard Subdivision;
- (ii) A competent architect licensed to practice in South Carolina who shall be selected by lot owners in Watson's Orchard Subdivision.

(iii) A competent, experienced builder and contractor licensed by the State of South Carolina who shall be selected by lot owners in Watson's Orchard Subdivision.

In the event of a vacancy on the Architectural Committee or the failure or inability of any member to act, the vacancy shall be filled temporarily or permanently as may be necessary by appointment by lot owners in Watson's Orchard Subdivision. The appointment shall be within the categories set forth above. The members of the Architectural Committee shall be appointed for a term of one year but may be reappointed for additional terms with no limit on the number of additional terms to which they can be reappointed. In all matters, a majority vote shall govern.

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

(3) In order to prevent duplication of buildings or improvements to be constructed in this subdivision, the Committee is vested with full authority to approve or disapprove plans for the construction of any building or improvement with its major features so similar to an existing building or improvements as to be considered a substantial duplication thereof in the discretion of the Committee. The Architectural Committee shall further have the right to refuse to approve any such plans, specifications, or plot plans. In making its decisions the Committee shall take into consideration the suitability of the proposed building or other improvement, the materials of which it is to be built, whether or not it is in harmony with the surroundings and what effect it will have on other residences already constructed and what effect it will have on the outlook from adjacent or neighboring property.

(4) In the event that the Committee fails to approve or disapprove such plans within thirty (30) days after they have been submitted to it, or if no suit to enjoin the erection or alteration of such building or improvement has been commenced before such erection or alteration is substantially completed, approval of the Architectural Committee will be conclusively presumed and this covenant will be deemed to have been fully complied with. The term "building or improvement" shall be deemed to include the erection, placement or alteration of any wall, fence, driveway or parking area.

(5) Application for approval as required herein shall be made to the Committee at the principal residence of the then President of Watson's Orchard Subdivision, Inc., Watson's Orchard, Greenville, S. C., 29615, and at the time of making such application, the building plans, specifications, and plot plans shall be submitted in duplicate. One copy of such plans and specifications will be retained by the Committee, and the other copy will be returned to the applicant with approval or disapproval plainly noted thereon.

(6) No member of this committee shall be liable for any act or omission except willful misconduct or gross and inexcusable neglect.

(7) The Architectural Committee is authorized by a unanimous vote of all its members to approve or ratify in the construction or alteration of any building

minor violations of the set-back, location and size of improvements provisions of these Restrictions if in the opinion of all the members of the Committee such shall be necessary to prevent undue hardship. The approval or ratification by the Committee in accordance with this paragraph shall be binding on all persons.

ARTICLE IV.

MISCELLANEOUS

(1) No signs shall be permitted on any lots except that a single sign offering property for sale or for rent or security signs may be placed on any such lot providing such sign is not more than 24 inches wide and 18 inches high.

(2) All residences shall have a standard letter size metal mailbox, as approved by the Postmaster General, which is to be erected by the owner at the height required by the Post Office Department. All boxes and posts shall be kept in a good state of repair at all times. Any deviation from this shall be approved by the Architectural Committee.

(3) No boat, mobile home, trailer, camper, or self-contained recreational vehicle of any kind shall be parked on any lot in the subdivision for a period of more than the time necessary to load or unload such vehicle and in no event shall such vehicle be allowed to remain on the lot more than 24 hours at any one time, except that lot owners who may own such vehicles may park them so there is minimum visibility from the street.

(4) The removal of any tree which is in excess of six (6) inches in diameter (dbh) will require prior approval of the Architectural Committee.

IN WITNESS WHEREOF, the undersigned has executed this document under seal this 15th day of January, 1981.

In the presence of:

Patrick H. Grayson
Alecia D. Smith

LINCOLN OF SOUTH CAROLINA, INC. (SEAL)

BY: *B. W. Bruce*
President & Secretary

1328-112

IV-149 968

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s) he saw the within named Lincoln of South Carolina, Inc. sign, seal and as its act and deed deliver the within written Declaration of Restrictions and Protective Covenants and that (s) he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 15th
day of January, 1981.

Alexia D. Smith

Arthur H. Grayson (L.S.)
Notary Public for South Carolina
My Commission Expires: 12-15-89

EXHIBIT "A"

ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, containing 14.79 acres, as is more fully shown on a plat entitled "Survey for Richard Watson", prepared by Carolina Surveying Company, dated June 27, 1980, revised August 19, 1980, revised August 27, 1980, revised September 3, 1980, and revised December 1, 1980, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a stake on the southern side of Pelham Road, at its intersection with Haywood Road and running thence along the southern side of Pelham Road, N. 84-07 E. 1,391.7 feet to a stake; running thence N. 87-55 E. 99.5 feet to a stake; running thence S. 85-23 E. 100.6 feet to a stake; running thence S. 79-11 E. 100.0 feet to a stake; running thence S. 72-58 E. 99.6 feet to a stake; running thence S. 68-57 E. 338.4 feet to a stake at the intersection of Pelham Road and a proposed road; running thence with the curvature of said intersection, the chord of which is S. 25-48 E. 43.8 feet to a stake; running thence with the western side of said proposed road, S. 17-20 W. 270.6 feet to a stake at the corner of a tract containing 22.15 acres; running thence with the line of said tract, the following courses and distances to-wit: N. 68-57 W. 387.9 feet to a stake; N. 82-20 W. 256.9 feet to a stake; S. 84-07 W. 1,433.1 feet to a stake on the eastern side of Haywood Road; running thence with the eastern side of Haywood Road, N. 8-06 W. 250.8 feet to a stake at the intersection of Haywood Road and Pelham Road; running thence with the curvature of said intersection, the chord of which is N. 40-06 E. 71.0 feet to the point of beginning.

ALSO: ALL that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, and being shown and designated as Tract A and plat recorded in the RMC Office for Greenville County in Plat Book C, at Page 60, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at Pelham Road at the corner of property now or formerly of Adams, and running with the line of the Adams property, N. 14-35 E. 1337 feet to an iron pin; thence S. 72 E. 346 feet, thence S. 14-35 W. 1185 feet to Pelham Road; thence with the northern side of Pelham Road, S. 83-50 W. 370 feet to the point of beginning.

LESS, HOWEVER: ALL that certain piece, parcel or lot of land situate, lying and being in Greenville Township near the City of Greenville, and having, according to a plat recorded in Plat Book 5-O, at Page 1, RMC Office for Greenville County, and shown on survey by Dalton & Neves, Engineers, dated October, 1975, as property of the Grantor and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Pelham Road, formerly property of Nell Baker Adams, and running thence with Pelham Road, N. 84-25 E. 75-15 feet to an iron pin; thence with intersection of said road and intersection of Haywood Road, N. 37-45 E. 88.97 feet to an iron pin; thence with Haywood Road, N. 8-18 W. 251.20 feet to an iron pin; thence with property of Nell Baker Adams, S. 14-35 W. 250.4 feet to an old iron pin; thence S. 14-35 W. 70.35 feet to the beginning.

ALSO, LESS, HOWEVER: Subject to that certain right-of-way easement granted to the South Carolina Highway Department covering approximately 2.28 acres of the above described property.

RECORDED: JAN 16 1981 at 4:22 P.M.

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