

Restrictive and Protective Covenants for Subdivision known as "Poinsettia" (Affecting Section V) Recorded in RMC Office for Greenville County, South Carolina.

Filed Greenville County, State of South Carolina August 1 1974 @ 12:15 pm

Poinsett Realty Company is the owner of a tract of land situated in and near the Town of Simpsonville, South Carolina, and said tract of said subdivision is recorded in the RMC Office for Greenville County in Plat Book 4R at Page 87. It is the purpose of this instrument to establish restrictive and protective covenants affecting Section V of subdivision known as Poinsettia applying to the lots on said plat above referred to.

Article I.

These covenants are to be binding on all parties or persons claiming under, by or through then affecting any type of ownership of lots of said subdivision and these restrictive and protective covenants shall run with the land for a period of thirty-five years and shall be automatically extended for successive like periods unless there is an instrument in writing executed by a majority of the then lot owners who, by agreement, may modify, amend or abandon these restrictions. Such owner's agreement must be recorded in the RMC Office for Greenville County.

In the event any party or parties or any of them, their heirs or assigns, shall violate any one or more of the covenants here and contained, it shall be lawful for any person or persons owning any numbered lot or portion of lot shown in the a force said plat to prosecute or institute any proceedings at law or in equity to enforce any or all of these covenants.

All lights appearing on the plat above referred to shall be used or occupied as follows and all structures built within the same subdivision shall conform to the following:

A) No business, trade or profession of any kind shall be conducted in any building constructed on any lot or portion thereof in said subdivision.

B) All of the lots appearing on the plat above referred to shall be use for the following purposes only:

1. Single-family dwelling, together with one private garage. Trailers, tents, shacks or garage apartments shall not be used on any lot as a residence, either temporarily or permanently.

2. Temporary buildings erected incidental to construction plan on any lot must be removed upon completion or abandonment of said construction.

3. No signs or billboards shall be permitted on any lot of said subdivision except such signs or billboards used in connection with the advertising of a lot for sale or such as it is used by a contractor or contractors during the period of construction. Such signs as are used shall not exceed 16 ft.<sup>2</sup>.

4. No person shall be permitted to keep or maintain animals, livestock or poultry of any kind other than house pets and such animals or poultry as may be kept as house pets shall, under no circumstances be kept for commercial purposes, breeding or otherwise.

5. No noxious or offensive activity of any nature shall be permitted on any lot nor shall anything be done which may be or later become an annoyance to the neighborhood.

C) No building shall exceed two stories or 28 feet in height.

D) no buildings or structures shall be located on any side lot nearer to the front line than the setback line as shown on plat above referred to and no nearer than 10 feet to any sideline. no hedge, fence or wall shall be erected across, on or along the front of any lot nearer to the street than the building setback line having a height in excess of 3 feet.

E) none of the lines appearing on the plat above set out shall be subdivided or change so as to Decrease either the width or area of any lot on said plat.

F) fuel tanks and fuel containers of any nature shall be covered or buried underground consistent with normal safety precautions.

G) there shall be constructed on lots of this subdivision one family dwellings only and no building on any one lot shall be occupied by more than one family at any time.

H) No one story, split level, or story and a half building shall be constructed containing less than 1800 ft.<sup>2</sup> on any lot in Section V of said subdivision.

In computing the square footage of any split level residence and trilevel residence; credit shall be given for 1/2 the square footage of any basement which is furnished and heated.

In computing the square footage of any story and a half residence, no credit shall be given for the area above the ground floor.

No two-story residence shall be constructed on any lots of said subdivision containing less than 1000 ft.<sup>2</sup> of floor space on the ground floor or less than 800 ft.<sup>2</sup> on the second floor.

I) There is specifically reserved an easement of 5 feet in width at the rear and side of each light for the purpose of the installation, operation and maintenance of utilities and for drainage. Such easements or four here in our shown on the plat above referred to. there is specifically reserved an easement of 5 feet in width at the rear and side of each light for the purpose of the installation, operation and maintenance of utilities and for drainage. Such easements are paid for here in our shown on the plat above referred to .

## Article II

There shall be an architect control committee composed of Ralph S Hendrix, Richard W Riley, and R.E. L Freeman, or their successors in office.

A) A majority of the community may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining member shall have full authority or designate a successor. Neither the members of the committee nor it's designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, that then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore it to any of its powers and duties.

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B) Procedure. The committee's approval or disapproval as required by these covenants Shelby in writing. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it or in any event, if no suit to enjoying the construction has been comments prior to the completion there of, approval will not be required and the required covenants shall be deemed to have been fully complied with.

C) The architect control committee shall have submitted to it all plans and specifications showing buildings to be constructed upon numbered lots. It shall have the authority to approve and disapprove such plans and specifications. No building shall be erected or altered on any lot until these plans and specifications together with a plat showing the location of the structure upon the lot has been

approved by the committee as to the quality of workmanship or material, the harmony of exterior design with existing structure, and the location with respect to typography and finish grade elevations.

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The committee may, by unanimous vote, grant a waiver of requirement for the setback lines, for the sidelines, and for the lot lines with her prior to construction or after violation; provided, in the opinion of the committee, such a waiver should be granted because of typography, the shape of any platted lot or any other reason which, in the opinion of the committee, would make it impossible or impracticable to comply the established requirements. Provided, further, in the opinion of the committee, such a waiver will cause no subject injury to any lot owner. In no event may the committee approve or ratify a violation of the front setback line of more than 5 feet or of the sideline of more than 5 feet. In no event shall the committee approve of the re-subdividing of a lot or changing the lot lines unless such shall be done to add to an increase the size of an adjacent lot; provided no such change shall decrease the frontage of any lot shown up on the plat by more than 5 feet, unless the purpose and reason for subdivision is to divide the lot between the owners of the adjacent lots to thereby increase the size of both adjacent lots of the front setback line of more than 5 feet or of the sideline of more than 5 feet. In no event shall the committee approve of the re-subdividing of a lot or changing the lot lines unless such shall be done to add to an increase the size of an adjacent lot; provided no such change shall decrease the frontage of any lot shown up on the plat by more than 5 feet, unless the purpose and reason for subdivision is to divide the lot between the owners of the adjacent lots to thereby increase the size of both adjacent lots.

Such a waiver, whether for permission or ratification as provided in the paragraph shall be done in writing in a manner that it can be recorded and it shall be binding upon all persons.

### Article III

Additional property. The declarant may from time to time add such additional real property to the restrictions, covenants, reservations, liens and changes here in set forth by appropriate reference here to.

Article IV

Violation. If any section, subsection, sentence, clause or phrase of these covenants and restrictions for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of the covenants and restrictions.

Witness our hands and seals this 31st day of July, 1974.

Signed by Ralph S. Hendricks, President & Secretary Poinsett Reality Company

Witnessed And notarized August 1, 1974.

Document was not ratified in 2009, and as such carries on for another 35 years.

Document is available for ratification again in the year 2044.