

RESTRICTIONS CONVENANTS OF
WINDTREE SUBDIVISION

Whereas J. E. Barnett, L. H. Tankersley and P. D. Tankersley are owners of all that Real Estate Subdivision in Greenville County, South Carolina known as Windtree as shown on a plat thereof made by C. O. Riddle, RLS Dated 7-1-77, and recorded in the RMC office for Greenville County South Carolina.

Whereas said owners are developpeing said real estate as a single subdivision and wish to impose thereon a general uniform scheme of development.

NOW therefore, for and in consideration of the mutual covenants and obligations herein contained for the benefit of the said J. E. Barnett, L. H. Tankersley and P. D. Tankersley and the future owners of said real estate, the following covenants and restrictions upon the sale, transfer and use of all lots in Windtree Subdivision are hereby imposed to wit:

1. All lots shall be used exclusively for single family residential units. ~~RESIDENTIAL UNITS~~ ~~EXCLUSIVELY FOR SINGLE FAMILY RESIDENTIAL UNITS~~ ~~CONVENANTS ARE HEREBY DEFINED TO INCLUDE MOBILE HOMES AS WELL AS HOUSES CONSTRUCTED ON THE PREMISES~~ no basement, tent shacks, garage, barn or other out buildings shall at any time be used as a residence. ~~LOTS WILL BE DESIGNATED FOR MOBILE HOMES~~

2. No lot or any part thereof shall be used for a business or commercial purpose or for any public purpose. No noxious or offensive activity shall be carried on anywhere on the property nor shall anything be done thereon which may be or become a nuisance to the neighborhood.

3. No lot shall be recut so as to face in any direction other than that shown on the recorded plat. Easements for drainage and utility purposes are reserved as shown on the recorded plat.

4. No animals shall be kept, maintained or quartered on any lot except for cats, dogs and caged birds in a reasonable number, as pets for the pleasure of the occupants. No junked automobiles or refuse shall be permitted to remain on any lot, either temporarily or permanetly.

5. Sewer shall be by septic tanks complying with the regulations of the South Carolina State Board of Health.

6. No residential unit shall be erected on any lot nearer to the right-of-way line of the front street than 40 feet and such residential units shall face toward the front line of the lot as shown on the recorded plat. No residential unit shall be nearer than 10 feet fo any side of lot line. On any corner lot no residential unit shall be erected nearer than 30 feet from the right of way line of the side or secondary street on which said lot conors.

7. No wall fence or hedge shall be erected across or along front of any lot and nearer to the front lot line than the building setback line. Nothing herein contained shall be construed to prohibit the use of more than one lot as a single residential unit site provided said site faces as required by the restrictions and the recorded plat.

8. No residential unit shall be constructed on any lot containing less than 1000 feet of floor space exclusive of porches, garages and breezeways. No residence more than two stories in height shall be erected on any numbered lot. No garage or other out buildings more than one story in height shall be erected.

9. The Covenants and restrictions herein above set forth shall run with the land and shall be binding upon the undersigned and all parties or persons claiming by, through or under them until October 1987, at which time these covenants and restrictions shall automatically cease and terminate unless a majority of the then owners of the lots shown on the recorded plat shall agree in writting to extend said covenants for additional period of ten years. If the undersigned their heirs or assigns, shall violate any of these restrictions herein above set forth it shall be lawful for any person or persons owning any real estate situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and restrictions and either to prevent him or them from doing so or to recover damages or to other dues for such a violation. Invalidation of anyone of these convents or restrictions by any judgement or decree of a court competent jurisdiction shall in no way affect any remaining provisions which shall remain in full force and effect.

10. The undersigned J. E. Barnett L. H. Tankersley and P. D. Tankersley are hereby authorized to waive to any mortgage the restrictions herein imposed as to the use of any lot or area if the same shall be necessary for a loan to be made with such property as security. If any of these shall be found to be contrary to the recommendation of the Federal Housing Administration or any other national agency granting or insuring loans and shall render any lot in said subdivision unacceptable for any loan, the undersigned J. E. Barnett, L. H. Tankersley and P. D. Tankersley shall have authority to alter, amend or anull any such covenant as may be necessary to make any of the lots acceptable for such a loan or loans.

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