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rental charges for the above described land during the time of the operation of the contract. Time is of the essence. Prompt performance of this agreement is of the essence and particularly where the payment of money is required. Instead of electing to cancel the contract and retain all payments theretofore made as liquidated and agreed upon damages, the subdivider may elect, after having given the same 60-day notice first hereinabove referred to, to accelerate and call due the entire unpaid balances due hereunder; and, in the event of such election, the subdivider may have such other rights and remedies as the law affords to a vendor of a land contract against a vendee thereof in default.

This instrument and the rights created hereunder is not transferable without the consent of the subdivider in writing and any attempted assignment without subdivider's written consent will be a nullity. A transfer by operation of a law will not be deemed such a transfer as is forbidden hereby without the written consent of the subdivider first had and obtained; nor shall anything herein contained be construed as varying or altering any of the other terms of this agreement if the subdividers, upon written application of the purchaser consents to a transfer; but in any event, any transferee shall immediately become obligated to perform and shall be bound by all of the terms hereof.

The words "purchaser," "subdivider," "agent," and "broker" shall be construed to include the plural as well as the singular, and the word "his" shall include "her," "its," and "their" wherever applicable herein, and this shall be binding upon the heirs, personal representatives, successors, administrators, executors of the parties, and assigns (the term "assigns" as applied to the purchaser meaning any transferee of the purchaser by operation of law or any other transferee of the purchaser, transfer to whom shall have been consented to in writing by the subdivider).

This application constitutes the entire agreement between

IN WITNESS WHEREOF, the subdivider and purchaser have hereunto set their respective hands and seals this 12th day of July, 1978.

WITNESSES:

Steve Harmon  
Bill Helms

Seal this 12th day of November  
John E. Bonds (SEAL)  
Purchaser  
James D. Bonds (SEAL)  
Purchaser

The above application is hereby accepted this 12th day of November, 1978  
Steve Harmon  
L. & P. Enterprises, Inc.  
By J. Robert Wally (SEAL)  
Subdivider-Agent/Officer

EXCERPTS OF RESTRICTIONS TO WHICH LAND WILL BE CONVEYED

(Full text of restriction is to be filed at the Office of the Greenville, South Carolina)

- 1. No structure shall be erected, altered, placed or permitted to remain on any residential building 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 other buildings and improvements incidental to residential use. It is expressly prohibited to erect servant's quarters or any rental units over garages or any other buildings on a residential lot other than the type of buildings herein set forth.
- 2. Sewerage disposal systems shall be constructed and maintained in accordance with State Board of Health requirements. At such time when a sewerage disposal system is installed by the County of Greenville or other cognizant political subdivision, private or septic sewerage systems must be filled in, sealed, or removed in accordance with applicable State Board of Health requirements.
- 3. No stagnant water, stale garbage, or any other unsanitary or unhealthy condition conducive to the breeding of mosquitoes, or flies, or otherwise prejudicial to health, on any lot hereby conveyed, shall be permitted by the owner of such lot.
- 4. No animal, except house pets, shall be kept or maintained on any lot hereafter conveyed.
- 5. No noxious or offensive trade or activity shall be carried on or upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- 6. No trailer, basement, tent, shack, garage, barn or other outbuildings erected in the tract or any lot shall be at any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- 7. No permanent home shall be built on said property aforesaid containing less than          square feet for a one-story single family dwelling, exclusive of open porches, breezeways, car ports and garages nor less than          square feet on the ground floor of a two-story dwelling, exclusive of open porches, breeze-

- ways, car ports and garages. Home must be built of          all structures shall before occupancy be completed on the exterior.
- 8. The subdivider has the right to come in and complete the construction of any dwelling if said construction has not been completed by the lot owner within one (1) year after the beginning of said construction. The subdivider shall have a lien on the property for the amount of expenses incurred in finishing the construction.
- 9. A perpetual easement is reserved by the subdivider, its successors and assigns, in, on, and over the rear six (6) feet of each lot, and in, on and over a six (6) foot strip along each side lot line, for utility, water, or other community improvement, installation and maintenance.
- 10. No building shall be erected on any residence lot until the design and location thereof have been approved by the Architectural Committee of          said Committee to be appointed by the president of          and subject to change from time to time. If the Committee shall not disapprove in writing by registered mail or other sufficient communication within thirty (30) days after the submission of plans, the plans shall be deemed accepted.
- 11. No trees or major shrubbery shall be removed from the premises under contract without express permission of the Architectural Committee under the same conditions as outlined in No. 10.
- 12. All restrictive covenants in and on said subdivision may be changed, amended or modified by an instrument signed by a majority of the lot owners in said subdivision, the owner of each lot being considered as a separate individual for this purpose and entitled to one vote for each lot owned. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

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