

DEVENGER PLACE COVENANTS

I. PURPOSE OF RESTRICTIVE COVENANTS

- 1.1 The fundamental object and purpose of these restrictive covenants is to create a harmonious whole in the development or subdivision, to prevent the building of any structure which would be out of keeping with the other dwellings, to insure the use of the property for attractive residential purposes only, to prevent nuisance, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, to preserve the value of the property owned and developed by the owners of lots in the subdivision and to secure to each lot owner the full benefit and enjoyment of his home.

II. USES PERMITTED AND PROHIBITED

- 2.1 All numbered lots in this subdivision shall be known and described as residential lots and shall be used exclusively for single family residential dwellings. No structure shall be erected, altered, placed or permitted to remain on any such lot other than one detached single-family dwelling not to exceed two and one-half stories in height exclusive of basement and a garage for private passenger automobile and servants' quarters. The garage may be detached from the dwelling and no garage shall be of a size larger than necessary to park two automobiles plus storage area of reasonable size unless approved in advance in writing by the Architectural Committee as provided for herein below.
- 2.2 No trailer, mobile home, basement, tent, shack, garage, barn or other outbuildings 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.
- 2.3 No house trailer or mobile home shall be placed on any lot either temporarily or permanently. Any camping trailer, boat, recreational vehicle, and or similar equipment used for the personal enjoyment of a resident of a lot may be parked on a lot only after obtaining the written consent of the Architectural Committee. If the Architectural Committee grants permission to park said equipment the Committee shall specify the area of the lot on which said equipment may be parked and the Committee may also specify additional conditions for storage. If the lot owner violates the terms of said conditions the Architectural Committee may revoke its consent.
- 2.4 No noxious 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 a nuisance or menace to the neighborhood. No numbered lot or any part thereof shall be used for any business or commercial purpose or for any public purpose.
- 2.5 All fuel oil tanks or containers shall be covered or buried underground consistent with normal safety precautions.
- 2.6 No animals shall be kept maintained or quartered on any lot except that cats, dogs and caged birds may be kept in reasonable numbers as pets for the pleasure of the occupants. No beehives may be located on any lot. The Architectural Committee is authorized (but not required) to issue reasonable rules for the protection of all owners in this Subdivision relating to the number of pets which may be kept on any numbered lot.
- 2.7 The total area of all driveways shall be paved by plant six concrete or asphalt provided asphalt is first approved by the Architectural Committee. The driveway shall be completely paved with the same type of material and materials of a different nature for different parts of the driveway may not be used. The Architectural Committee shall require a substantial length of the driveway be double parking width so as to adequately provide for off street parking in the subdivision.
- 2.8 Garbage containers, trash cans and wood piles must be so located that they will not be visible from the front street. Outside clothes drying areas are not allowed.

- 2.9 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. All grass shall be cut on a reasonable basis so as not to grow to be unsightly. If grass is allowed to reach a height of more than 10 inches, the Family Center may arrange to have it mowed, and charge the owner for the cost of same.
- 2.10 Provisions must be made by the property owners for off street parking of cars belonging to domestic servants as the parking of such as on street rights of way for long periods of time during the day or night will not be permitted. No trucks unless three-quarter ton or less in size shall be permitted to be parked or stored on the property or on the streets in the subdivision. It is the intention of this paragraph that all vehicles be parked off street and that no vehicles be parked on any streets in the subdivision except on a temporary basis.
- 2.11 The primary use of all garages and carports shall be storage of vehicles. However, minimum areas of storage in garages and carports shall be permitted for equipment and other items of personal property provided the same is stored neatly at all times.

III. SETBACKS, LOCATION AND SIZE, IMPROVEMENTS, AND LOTS

- 3.1 No building shall be erected on any lot nearer to the front lot line than the building setback line as shown on the recorded plat, and 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 residence shall be nearer to any side lot line than a distance equal to 10 of the width of the lot measured at the building setback line but in no event shall any residence be less than 10 feet from the side lot line.
- 3.2 Any detached garage or other outbuilding erected shall be at least 60 feet from the front lot line and no nearer than five (5) feet to any side or rear lot line.
- 3.3. No wall or fence in the front yard shall be erected (1) across or along the front of any lot, (2) along any front side line, or (3) along the front building setback line running to the front edge of the house except that decorative hedges or decorative fence panels may be allowed subject to Architectural Committee approval as provided herein below. All walls, fences or hedges proposed to be erected or placed on any lot in this subdivision, whether in the front or back, or as part of the original residence designed or a later addition or additions, must first receive the approval in writing of the Architectural Committee after the Committee has received the plans, specifications or design proposed for said wall, fence or hedge. All fences must be constructed of wood, brick or approved type chain link. No chain link fences shall be allowed on corner lots.
- 3.4 No numbered lots in this subdivision shall be recut so as to face any direction other than as shown on the recorded plat herein above referred to, nor shall any of said lots be resubdivided so as to recreate an additional building lot. This provision is not intended to prevent cutting off a small portion or portions of any lot for the purpose of conveying the same to an adjoining property owner or straightening a boundary line. However, the remaining portion of the lot must not violate the minimum site requirements of any zoning regulations.
- 3.5 Nothing herein contained shall be construed to prohibit the use of more than one lot or of portions of one or more lots as a single residential unit, provided written approval thereof shall first be obtained from the Architectural Committee, and, provided further, said site faces as required by these restrictions and the recorded plat.
- 3.6 The following floor space requirements shall apply to the residence in this subdivision. In calculating the minimum floor space there shall be included only the heated area of the residence. Porches, garages and breezeways shall be excluded from the calculations:
 - One story residence with one or two car garage or carport shall be at least 1,600 square feet.
 - One story residence with no garage or carport shall be at least 1,700 square feet.
 - One and one-half story or two story residence with one or two car garage or carport shall be at

- least 1,800 square feet.
- One and one-half story or two story residence with no garage or carport shall be at least 2,000 square feet. Residence other than above shall be
 - determined by Architectural Committee but no less than 1,600 square feet.

IV. ARCHITECTURAL COMMITTEE

- 4.1 The Architectural Committee shall be composed of the Board of Directors of the Family Center (the "Board") or such group of three or more individuals as the Board, in its discretion, may designate from time to time.
- 4.2 The Board will have full power to revoke or alter its designation of the Architectural Committee, including, without limitation, the removal or replacement of its members, the filling of any vacancies and changes in the total number of the Architectural Committee's members, provided that number is not less than three.
- 4.3 If, for any reason, the Board ceases to exist or refuses to act, any vacancy on the Architectural Committee may be filled temporarily by appointment of the remaining member(s) of the Committee. Future members will thereafter be elected by a majority vote of the then existing owners of lots in the Subdivision exercised by petition. In such event, the members of the Architectural Committee shall be appointed for a term of three years 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 undertaken by the Architectural Committee, a majority vote shall govern.
- 4.4 No improvements shall be erected, placed, altered or changed on any lot in this subdivision until and unless the building plans, specifications and plat showing the proposed type of constructions, exterior design and location of such residence and all detached buildings have been approved in writing by the Architectural Committee. In addition, a landscape development plan must likewise be submitted to and approved by the Architectural Committee showing the location of proposed fences, boundary, or patio walls, driveways and parking areas, hedges, shrubbery or trees.
- 4.5 In order to prevent excessive duplication of buildings or improvements to be constructed in this subdivision, the Architectural 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 improvement 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, plot plans or landscape plans which in its opinion and discretion are not suitable or desirable. In so passing upon such plans, specifications, plot plans or landscape plans, 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 surrounding 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.
- 4.6 In the event the Architectural 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 terms "building or improvement" shall be deemed to include the erection, placement or alteration of any wall, fence, driveway or parking area.
- 4.7 Application for approval as required herein shall be made to the Architectural Committee c/o the Devenger Place Family Center Board, 302 Paddock Dr., Greer, SC 29650, and at the time of making such application, the building plans, specifications, plot plans and landscape 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 application with approval or disapproval plainly noted thereon.
- 4.8 Upon approval by the Architectural Committee, the construction may be commenced. Should the applicant request the same, the Architectural Committee will approve the construction by a written

permit.

- 4.9 The Architectural Committee is authorized by majority vote of its members to approve or ratify any minor violations of the requirements herein set forth under Section III, "Setbacks, Location and Size, Improvement, and Lots", if in the opinion of the Architectural Committee the same shall be necessary to prevent undue hardship because of topography, the shape of any platted lot or the setback lines as shown on the recorded plat, and if in the opinion of the Architectural Committee such violation will cause no substantial injury to any other lot owner. In no event may the Architectural Committee approve or ratify a violation of the front setback lien of more than six (6) feet or of the main building side lot restriction of more than four (4) feet or of the restrictions as to building size imposed by Section III hereof by more than 75 square feet. The approval or ratification by the Architectural Committee in accordance with this paragraph shall be binding on all persons.
- 4.10 Notwithstanding any contrary provisions in these amended restrictive -covenants, the Architectural Committee will approve or ratify any violation for which a waiver, approval or ratification has been granted by a previous Architectural Committee, or which was not a violation of any restrictive covenant at the time the structure was created or the condition commenced.

V. ADDITIONAL PHASES

- 5.1 The undersigned owner/developer may subdivide and develop additional phases of the Subdivision. All additional phases shall be contiguous to the property herein described or to their phases of Devenger Place Subdivision. Additional phases shall be made subject to restrictive covenants similar to those contained herein. However, Developer reserves the right to vary some covenants such as minimum floor space requirements and size of lots, and market conditions and experience may dictate.

VI. MISCELLANEOUS

- 6.1 No sign shall be permitted on any residential lots except that a single sign offering property for sale or for rent may be placed on any such lot provided such sign is not more than 24 inches wide by 20 inches high.
- 6.2 In the event construction of any dwelling is commenced on any lot in this subdivision and work is abandoned for a period of thirty (30) days or longer, without just cause shown, or should any dwelling remain unfinished for a period of nine (9) months from the date construction began, without just cause shown, then and in either event the Architectural Committee shall have (1) the authority to complete structure at the expense of the owner and shall have a lien against the land and all improvements to the extent of any monies expended for said completion but said lien shall at all times be subordinate to the lien of any prior recorded mortgage or mechanic's lien (but the Architectural Committee shall have the right to contest the validity and amount of such liens) or (2) the authority to remove the improvements from the property and the expense of said removal shall constitute a lien against the property which lien shall be subordinate to the lien of any prior recorded mortgage or mechanic's lien. Said liens shall be foreclosed in the same manner as the foreclosure of real estate mortgages. No action shall be taken under this paragraph without giving written notice to the owner with a copy of said notice to any mortgages or other lien holder of the proposed action to be taken and to give ten (1) days in which to allow owner to show cause, if any he can, why the Architectural Committee should not take action under this paragraph.
- 6.3 No vehicle shall remain abandoned on any property (including any number lot) or street in this subdivision and should the same be abandoned or unattended for seven (7) days the same may be removed and stored at the expense of the owner. No property owner or his invitee, licensee, or guest shall park any vehicle on any street in the subdivision except on a temporary basis. Said vehicles should be parked in garages, carports or the driveway area. All motor vehicles belonging to the property owners in this subdivision shall maintain a current license tag and a current inspection sticker.
- 6.4 In the event a lot is enlarged as provided for in these restrictions, the 5-foot easement for drainage and utilities along all side lines and rear lines as called for on the recorded plat shall be moved to the new

side line or rear line of the enlarged lot in place of the original lines.

- 6.5 The 5-foot easement along all side lines and rear lot lines referred to above is specifically reserved by developer together with such other easements as may appear on the recorded plat. The reservation of said easements shall include the right to cut trees and shrubs, grade swales or ditches, lay drain pipes or do such other things as may be reasonable necessary and required to provide for necessary drainage. Developer shall have the right to perform said work but shall not be required to do so. Developer may assign said rights to other interested parties.
- 6.6 No satellite dishes (receiving television and similar signals) with a diameter of more than two feet shall be allowed on any lot or property in this subdivision. However, the Architectural Committee shall have the right to modify this prohibition subject to such terms and conditions as said Committee may prescribe.
- 6.7 Each lot subject to these Amended Restrictive Covenants is subject to assessment by the Family Center of an annual fee of \$50.00. Said fee may be amended by a vote of the Board of Directors of the Family Center Provided, however, that said, fee shall not exceed \$100.00 and may not increase by more than \$10.00 in any one year. Assessments collected pursuant to this provision shall be used exclusively for capital improvements and maintenance of property/facilities.

VII. EFFECTIVE DATE

- 7.1 These Amended Restrictive Covenants will become effective only after the filing and recording of Irrevocable Proxies sufficient to authorize the Devenger Place Family Center of Greenville, Inc. (the "Family Center") to adopt them as the Amended Restrictive Covenants for the remainder of the 18 Sections of Devenger Place Subdivision under each of their respective sets of Restrictive Covenants, and only if the owners of at least 60 of the total number of all lots in Devenger Place Subdivision (the "Subdivision") will then immediately be subject to these Amended Restrictive Covenants by reason of 1) the expiration of the first term of their existing set of restrictive covenants, or 2) their adoption of a new set of restrictive covenants imposing these Amended Restrictive Covenants on their lot. Until that time, the existing Restrictive Covenants for Sections 1 & 2 will continue to apply.

VIII. AMENDMENT

- 8.1 These Amended Restrictive Covenants may be amended at any time by the vote of at least 2/3 of the owners of lots in the entire Subdivision taken by petition after their presentation at a duly convened meeting of the Family Center as evidenced by the duly probated statement of two officers of the Family Center recorded in the Greenville County Office of Mesne Conveyences, with a copy of the petition attached thereto.

IX. TERM

- 9.1 Except as amended pursuant to the procedure described above, these Amended Restrictive Covenants will be binding on all parties subject to the original restrictive covenants which they are intended to amend and all persons claiming under such parties until October 31, 2025, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless abrogated by vote of a majority of all the then owners of the lots in the Subdivision, in accordance with the procedure set forth above. In all votes under these Amended Restrictive Covenants, each lot shall be entitled to one vote and only one vote, irrespective of ownership.

X. VIOLATIONS

10.1 If anyone shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for the Family Center or any person or persons owning any lot situated in the 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 prevent him or them from doing so or to recover damages or dues for such violation and the cost of enforcing same. The Family Center may also condition membership and the enjoyment of its facilities/privileges upon compliance with these Amended Restrictive Covenants and reimbursement of any such damages or costs.

XI. SEVERABILITY

11.1 Invalidation of any one of these covenants shall in no wise affect any of the other provisions which shall remain in full force and effect.