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GREENVILLE CO. S. C.

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MAY 22 12 28 PM '70

OLLIE FARNSWORTH
R. H. C.
STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

Building restrictions or protective covenants applicable to Lots 369 through 381 as shown on plat of Heritage Hills, Section II, recorded in Plat Book 4F at Page 26 in the RMC Office for Greenville County.

The following building restrictions or protective covenants are hereby imposed on Lots 369 through 381 as shown on a plat of Heritage Hills, Section II, recorded in Plat Book 4F at page 26 in the RMC Office for Greenville County, South Carolina.

These covenants are to run with the land and shall be binding on all persons claiming under them until January 1, 1986, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said development or 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 prevent him or them from so doing or to recover damages or other dues for such violation.

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

1. These lots shall be used solely and exclusively for single-family residential dwellings and shall not be used for commercial or business purposes, provided, however, that nothing herein shall be construed to prevent the owner, that is to say, Threatt-Maxwell Enterprises, Inc., or its successors or assigns, from maintaining temporary offices and storage on any lot while the subdivision is being developed.

2. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building shall have been approved in writing as to conformity and harmony of external design and materials with existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevation by a committee composed of T. C. Threatt and C. R. Maxwell or by a representative designated by said committee. In the event of the death or resignation of any member of said committee, the remaining member shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove of such design and location within thirty days after such plans and specifications have been submitted to it, or, in any

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event, if no suit to enjoin the erection of such buildings or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee nor their designated representative will be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1986. Thereafter the approval described in these covenants shall not be required unless prior to said date and effective thereon a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

3. No building shall be located nearer to the front lot line nor nearer to the side street line than the building setback line shown on the recorded plat. In any event no building shall be located on any residential plot nearer than 20 feet to any side street line. All residences shall face toward the front of the lot with the exception of the corner lots on which the facing of the residence is indicated by an arrow as shown on the recorded plat. No building shall be located nearer than 10 feet nor nearer than 10% of the average width of the lot, whichever is greater, to any inside lot line, except detached garages and other outbuildings which shall not be located nearer than 75 feet to the front lot line nor nearer than 5 feet to any side or rear lot line. The building committee designated in Paragraph 2 shall have authority to waive the requirements of this paragraph and of the recorded plat as to the facing of these buildings and as to the side line and setback line requirements.

4. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No fence over 3 feet in height shall be placed nearer the street than the building setback line as shown on the plat.

6. The ground floor area of the main structure of any residence, exclusive of one-story open porches and garages, shall be not less than 1900 square feet. In computing the area of split level houses, the total number of square feet contained in the lower level shall be computed at one-half and when so computed the minimum area of the entire split-level house shall be not less than 1900 square feet. In houses having two stories, the ground floor area shall be not less than 1200 square feet and the total finished area shall be not less than 1900 square feet. In computing the area under this paragraph, all basements, porches, carports, garages and breezeways shall be excluded.

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7. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

8. These lots shall not be re-cut so as to face in any direction other than as shown on the recorded plat.

9. All sewage disposal shall be by sewage disposal system approved by the State Board of Health.

10. Any residence constructed upon any lot must be completed on the exterior and the lot landscaped within eight months after the date the footings are poured. A fine of \$100.00 for each month or portion thereof shall be imposed when any house and landscaping remains incomplete after the expiration of the eight months and this fine is hereby levied against the said lot, and the said fine shall constitute a lien against this lot; provided, however, that the said lien shall not affect or prejudice the rights or liens of other lien creditors. Any fines so collected shall be used by the building committee constituted in Paragraph 2 for the beautification of the subdivision; provided, further, the said committee shall have the rights and authority to waive the said fine at any time either before or after it shall accrue.

11. No bathing pools shall be constructed or maintained on any lot unless it is surrounded by a sightly screening fence.

12. All driveways in the lots shall be paved with either asphalt or concrete paving.

13. No fence or wall shall be constructed or maintained along the front property line of any lot nor shall any hedge or fence higher than three feet be built or maintained between the building line and the street.

14. No house trailer, disabled vehicle or unsightly machinery or junk shall be placed on any lot, either temporarily or permanently, and the building committee designated herein shall, at the owner's expense, remove any such house trailer, disabled vehicle, or unsightly machinery or junk, from any lot; however, this shall not be construed as prohibiting the parking or keeping of travel trailers, so long as they are not used as a residence either temporarily or permanently, and are maintained in a sightly manner.

15. These lots shall not be recut without the written consent of a committee composed of T. C. Threatt and C. R. Maxwell or by a representative designated by said committee. In the event of the death, resignation or disability of any member of said committee, the remaining member shall have full authority to approve or disapprove the recutting of any of these lots or to designate a representative with like authority. The authority of said committee to approve or disapprove the recutting of any of these lots shall be final and such authority shall vest solely within the discretion of said committee, and no person shall have recourse against any other person in any manner whatsoever either at law or in equity for said committee's failure to approve the recutting of any of these lots.

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IN WITNESS WHEREOF, the undersigned Corporation has hereunto affixed its seal and executed, by its duly authorized officers, this instrument this 6th day of April 1970.

In the presence of: THREATT-MAXWELL ENTERPRISES, INC. (SEAL)

John S. Cheves BY:
Linda D. Forrester

T. C. Threatt
T. C. Threatt, President

C. R. Maxwell
C. R. Maxwell, Secretary

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF GREENVILLE)

Personally appeared the undersigned and made oath that (s)he saw the within named Threatt-Maxwell Enterprises, Inc., by its duly authorized officers, sign, seal and as its act and deed deliver the within instrument and that (s)he with the other subscribing witness witnessed its execution.

Sworn to before me this
6th day of April 1970.

John S. Cheves (LS)
Notary Public for South Carolina

Linda D. Forrester

Commission expires 3/4/79.

Restrictions Recorded May 22, 1970 At 12:28 P.M. # 25550