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FILED GREENVILLE CO. S.C.

BOOK 630-PAGE 45

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STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

PROTECTIVE COVENANTS APPLICABLE  
TO BOTANY WOODS SUBDIVISION,  
FIRST SECTOR, A SUBDIVISION NEAR  
THE CITY OF GREENVILLE AS SHOWN  
BY PLAT DATED JUNE 1959 AND TO  
BE RECORDED IN THE R. M. C.  
OFFICE FOR GREENVILLE COUNTY

WHEREAS, by deed dated April 27, 1959, and recorded in the R. M. C. Office in Deed Book 622, Page 313, by deed dated May 23, 1959, to be recorded, and by deed dated April 27, 1959, and recorded in the R. M. C. Office for Greenville County in Deed Book 622, Page 317, Jas. L. Love, as trustee, and W. W. Wilkins, as trustee, hold the legal title of all persons having or claiming to have any interest in a certain tract of land as shown on plat of Botany Woods Subdivision, First Sector, prepared by Piedmont Engineering Service dated June, 1959, said tract having been surveyed and subdivided as a single subdivision, and

WHEREAS, John S. Taylor, Jr., and R. Read Tull are purchasers under a certain contract to purchase said property which contract is recorded in the R. M. C. Office for Greenville County in Deed Book 620, Page 141-148, and

WHEREAS, the said John S. Taylor, Jr., and R. Read Tull have assigned their right to purchase said property unto Botany Woods, Inc., a corporation organized under the laws of the State of South Carolina, with its principal place of business in Greenville County, S. C., and

WHEREAS, said purchasers and assignee, the said trustees consenting, propose to develop the said property and maintain therein a general uniform scheme of quality, construction, appearance, and alignment in the construction, placement and design of improvements to be built upon said property,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that in consideration of the mutual covenants and promises herein contained and under good and valuable considerations the parties hereto do by these presents impose the following covenants and restrictions and affirmative covenants upon the sale, transfer or use of the property hereinafter referred to in Section I, Paragraph 1 of these restrictions, which shall be binding upon the parties hereto, their heirs, successors and assigns, purchasers or transferees until January 1, 1989, at which time these covenants shall be automatically extended for successive periods of ten (10) years each, unless by a vote of the majority of the then owners of the lots and tracts affected, it is agreed to change the covenants in whole or in part.

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For Botany Woods Subdivision see Deed Book 729 Page 201

I.

PROPERTY AFFECTED

1. These restrictive and protective covenants shall apply to the following property:

"All that tract lying on both sides of Edwards Road as relocated including all numbered and lettered lots as shown on plat of Botany Woods Subdivision, First Sector, prepared by Piedmont Engineering Service dated June, 1959, to be recorded."

2. These restrictive and protective covenants may also be adopted as amended or altered to apply to any other sector of Botany Woods Subdivision or to any other property to which the developer shall by subsequent written instrument elect to apply said covenants.

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## II.

USES PERMITTED AND PROHIBITED

1. All numbered lots shall be used exclusively for single family residential dwellings.
2. No trailer, basement, tent, shack, garage, barn or other outbuilding 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.
3. No house trailer shall be placed on any lot either temporarily or permanently.
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.
5. All fuel oil tanks or containers shall be covered or buried underground consistent with normal safety precautions.
6. Sewerage disposal shall be by municipal or community sewerage disposal system or, if by septic tank, in compliance with the specifications of the State Board of Health.
7. 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.
8. Those lots or areas designated by letter may be used for Schools, Churches or Community Parks, but such lots or areas shall not be used for any purpose other than for Schools, Churches or Community Parks or, as hereinafter provided, for residential purposes. The developer may in its discretion

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elect to divide any part or any or all of such areas into residential lots and, upon the exercise of such election, the area or areas so divided shall become subject to all the covenants and restrictions herein imposed upon the numbered lots affected by these protective covenants.

(a) In the event any of such areas shall be used for Schools, Churches or Community Parks, such areas shall, nevertheless, be subject to all the covenants, restrictions and conditions imposed by these protective covenants except such covenants as specifically apply to only numbered lots.

(b) The following covenants and restrictions are imposed upon lettered lots or any part thereof which shall be used for Schools, Churches or Community Parks.

- (1) Any lots so used shall have provisions for sufficient off-street parking spaces to accommodate the number of vehicles which may reasonably be expected to be parked in connection with the use of such lots.
- (2) No structure shall be erected upon such lots which by virtue of its height and proximity to any residential lot might unduly restrict enjoyment of the view, light or air by the occupants of such residential lot. The architectural committee shall be vested with sole authority to approve or disapprove the placement and/or height of any such structure for the reason herein stated and its approval shall be binding upon all property owners.
- (3) The developer is authorized to waive to any mortgagee the restrictions herein imposed as to use of any such lot or area if the same shall be necessary for a loan to be made with such property as security

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## III.

## SETBACKS, LOCATION AND SIZE OF IMPROVEMENTS AND LOTS

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 arrows on said Plat. No residence shall be nearer than 12 feet to any side lot line. On lettered lots no building shall be erected nearer than 50 feet to any side lot line.
2. No detached garage or other outbuilding shall be nearer than 75 feet from the front lot line nor nearer than 5 feet from any side or rear lot line.
3. No wall, fence or hedge shall be erected across or along the front of any lot and nearer to the front lot line than the building setback line having a height of more than 3 feet.
4. No lot shall be recut so as to face in any direction other than as shown on the recorded Plat.
5. No residential lot shall be recut so as to have a width of less than 140 feet at the building line.
6. 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 building site, provided said site is not in violation of the restrictions as to lot width and provided said site faces as required by these restrictions and the recorded Plat.

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7. No one-story, split-level or story and a-half residence shall be constructed on any numbered lot containing less than 2500 square feet of floor space, exclusive of porches, garages and breezeways. In computing the square footage of any split-level residence, credit shall be given for one-half the square footage of any basement which is finished 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 numbered lot containing less than 1500 square feet of floor space on the ground floor nor less than 1200 square feet of floor space on the second floor, exclusive of porches, garages and breezeways.

8. No residence more than two stories in height shall be erected upon any numbered lot.

9. No garage or other outbuilding more than one story in height shall be erected upon any numbered lot.

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## IV.

## ARCHITECTURAL COMMITTEE

1. The architectural committee shall be composed of the following members:

- (a) One member appointed by the Directors of Botany Woods, Inc..
- (b) One member appointed by the Directors of Botany Woods Homes Association, Inc..
- (c) One member appointed by the Directors of Botany Woods, Inc. who shall be an architect licensed to practice in South Carolina.
- (d) One member appointed by the Directors of Botany Woods, Inc. who shall be a registered civil engineer.
- (e) One member appointed by the Directors of Botany Woods, Inc. who shall be an attorney-at-law licensed to practice in South Carolina.

Each member shall be appointed for five years, but may be successively re-appointed.

In the event of the failure or inability of any member to act, the vacancy created shall be filled temporarily or permanently as necessary by the remaining members of the committee within the categories set forth above.

Any three members shall constitute a quorum for the transaction of any business before the committee; provided, however, that for any plans to be disapproved not less than three members shall join in voting to disapprove such plans. In all other matters except those mentioned in the last paragraph of this section a simple majority of those voting shall govern.

2. No improvements or buildings shall be erected, placed or altered on any lot or lots until and unless the building plans, specifications and plot plan showing the proposed type of construction, exterior design and location of such residence

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have been approved in writing as to conformity and harmony of external design and consistence of plans with existing residences or other buildings and as to the location of the structure with respect to topography and finished ground elevation, by the architectural committee.

3. In order to prevent duplication of buildings or improvements to be constructed in this sector or adjacent sectors the 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 construed as a practical duplication thereof in the discretion of the committee.

4. In the event said committee fails to approve or disapprove such designs and plans within two weeks after said plans have been submitted to it, or in any event, 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, such prior approval will not be required and this covenant will be deemed to have been fully complied with and no suit or claim will be available to said committee, nor to any lot owner or other person. The term "building or improvement" shall be deemed to include the erection, placement, or alteration of any wall or fence to be made in any lot.

5. Application for approval as required herein shall be made to the committee or to any member thereof; at the time of making such application there shall be submitted building plans, specifications and plot plan all in duplicate and there shall also be paid to Botany Woods Homes Association, Inc., an appli-

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cation fee of \$10.00. One copy of such plans and specifications will be retained by the committee and the other copy will be returned to the applicant with approvals or disapprovals plainly noted thereon.

6. Upon the approval by the committee of any proposed construction or alteration, the committee shall issue to the applicant a written Permit which shall be displayed by the applicant upon the premises during the period of such construction or alteration. No construction or alteration shall be carried out until and unless such Permit is obtained and displayed nor unless the sanitary requirements incorporated in said Permit are complied with.

7. The committee is authorized by unanimous vote of all its members to approve or ratify in the construction or alteration of any building minor violations of the requirements herein set forth under Section III, "Setbacks, Location and Size of Improvements and Lots", if in the opinion of all the members of the 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 members of the committee such violation will cause no substantial injury to any other 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 main building side line restriction of more than 4 feet or of the restrictions as to building size imposed by Section III, Paragraph 7. The approval or ratification by the committee in accordance with this paragraph shall be binding on all persons.

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V.

EASEMENTS

1. An easement is reserved over the rear and side lot lines 5 feet in width on each lot for the installation, operation and maintenance of utilities and for drainage purposes. Such easements across the lots as are shown on the recorded plat are also reserved.

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## VI.

## MAINTENANCE CHARGES

1. All the property shown on the recorded Plat shall be subject to an annual maintenance charge or assessment at the rate of \$1.00 per thousand square feet or fraction of one-half or more of area of land. The said assessment shall be due and payable in advance on October 1 of each year and may be adjusted from year to year by a majority vote of property owners of lots of said subdivision (each lot owner shall have one vote for each lot owned).

2. All sums payable as set forth above are payable to Botany Woods Homes Association, Inc., and the amount so paid shall be administered by the officers of said association and may be used for the functions hereinafter set out, and it is expressly stipulated that the association is empowered to perform any or all of said functions but that it is under no duty to perform or continue any of said functions and that it may fail to perform or discontinue to perform at any time any of said functions.

- (a) For the payment of the necessary expenses for the operation of said association.
- (b) For lighting, improving, cleaning and maintaining the streets and parks, if any, within the subdivision.
- (c) For the maintenance of any recreational facilities for the general benefit of the property owners.
- (d) For the maintenance of a community sewerage disposal system, if such is installed in said subdivision.
- (e) For caring for vacant and untended land, if any, within the subdivision, removing grass and weeds therefrom and doing any other thing necessary or desirable in the opinion of the officers of the association to keep such property neat and in good order for the general benefit of all the property owners within the subdivision.

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- (f) For any expenses incident to the enforcement of these protective covenants.
- (g) For the payment of taxes and assessments, if any, that may be levied by any public authority upon any community parks or other community areas which may be established for the benefit of the property owners in the subdivision.
- (h) For such other purposes as in the opinion of the officers of the association may be necessary for the general benefit of the property owners in the subdivision.

3. The agents or employees of the association are authorized to enter upon any lot for the carrying out of any of the functions set out above.

4. The association will encourage the planting of flowers and shrubs and other botanical beautification of said subdivision.

5. The annual charge shall constitute a lien or encumbrance upon the land and acceptance of each of the several Deeds of conveyance shall be construed to be a covenant by the Grantee to pay said charges, which covenant shall be for the benefit of the association, the developer and all other lot owners in the subdivision and which covenant shall run with the land and be binding upon the Grantee and his Successors and Assigns. The association shall have the exclusive right to take and prosecute all actions or suits legal or otherwise which may be necessary for the collection of said charges.

6. In the event that it is necessary to foreclose the lien herein created as to any property, the procedure for foreclosure shall be the same as for the foreclosure of a real estate Mortgage.

7. The lien hereby reserved, however, shall be subject to the following limitations:

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- (a) Such lien shall be at all times subordinate to the lien of any Mortgagee or Lendor of any sums secured by a properly recorded Mortgage or Deed to secure debt, to the end and intent that the lien of any Mortgagee, Trustee or lot holder shall be paramount to the lien for charges herein and provided, further, that such subordination shall apply only to the charges that shall become payable prior to the passing of title under foreclosure of Mortgage or Deed to secure and hold acquisition of the title by Deed in lieu of foreclosure, and nothing herein contained shall be held to affect the rights herein given to enforce the collection of such charges accruing after sale under foreclosure of such Mortgage or acquisition of title by Deed in lieu of foreclosure.
- LIS (b) Notice of any charge due and payable shall be given by filing notice of pendency of action in the List Pendens Book in the Office of the Clerk of Court for Greenville County. As to subsequent bonafide purchasers for value the lien herein reserved for charges due and payable shall be effective only from the time of the filing of said Lis Pendens; provided, however, that nothing herein contained shall affect the right of the association to enforce the collection of any charges that shall become payable after the acquisition of title by such subsequent bonafide purchaser for value.
- (c) The lien herein created shall be subordinate to the lien of laborers, contractors or materialmen furnishing labor or services in connection with the construction or alteration of any improvements located on any lot, except that nothing herein contained shall be held to affect the rights herein given to enforce the collection of such charges accruing after foreclosure of any such lien.

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VII.

MISCELLANEOUS

1. No signs shall be permitted on any residential lots except that a single sign offerings property for sale or for rent may be placed on any such lot provided such sign is not more than 20 inches wide by 20 inches high.
2. Names or numbers painted on mailboxes and/or any other house numbers will be painted in a professional manner.
3. The property within the subdivision is hereby declared to be a bird sanctuary and any hunting of any wild birds is hereby prohibited.

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If the undersigned, or their successors, heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person owning any real property situated in said sector of 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 so doing or to recover damages or other dues for such violation.

Invalidation of any one or more 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.

If any of these covenants shall be found to be contrary to the recommendations 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 such loan, the developer shall have the authority to alter, amend or annul any such covenants as may be necessary to make any of the lots herein acceptable for such loan.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals at Greenville, South Carolina, this 17 day of July, A. D. 1959.

IN THE PRESENCE OF:

*[Signature]*  
*[Signature]*

WE CONSENT:

*[Signature]* (SEAL)  
 Jas. L. Love, Trustee  
*[Signature]* (SEAL)  
 W. W. Wilkins, Trustee

*[Signature]* (SEAL)  
 John S. Taylor, Jr.

*[Signature]* (SEAL)  
 R. Read Tull  
 BOTANY WOODS, INC. (SEAL)

By: *[Signature]*  
 John S. Taylor, Jr., President

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STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

PROBATE

PERSONALLY APPEARED before me Obera F. Mitchell,

who, being first duly sworn, says that she saw the within named John S. Taylor, Jr., and R. Read Tull, and Botany Woods, Inc., by John S. Taylor, Jr., president, sign, seal, and as their act and deed deliver the foregoing restrictions, and Jas. L. Love, Trustee, and W. W. Wilkins, Trustee, consent, and that she with Robert F. Plaxco, Jr., witnessed the execution thereof.

Obera F. Mitchell

SWORN to before me this 17

day of July, 1959.

[Signature] (SEAL)  
Notary Public for South Carolina

Recorded July 17th, 1959 at 12:13 P. M. #2277



