

PROTECTIVE COVENANTS  
for  
"BELLE MEADE"

(Property of Derby Heights, Inc.)  
Plat recorded in the RMC Office for Greenville County, S. C.

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The undersigned, Derby Heights, Inc. being the owners of "Belle Meade" referred to above, do hereby agree that the covenants and restrictions hereinafter set forth shall be binding on all parties and all persons claiming under them until January 1, 1975, at which time said covenants shall be automatically extended for successive periods of ten (10) 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 other 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 to 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 judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

1. No building shall be located on any residential building lot nearer than the building setback line as shown on the recorded plat.
2. No dwelling shall be permitted on any lot at a cost of less than \$7,500.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 950 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one story.
3. 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.
4. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 10,000 square feet or a width of less than 60 feet at the front building setback line.

(OVER)

*These Protective Covenants Cancelled and nullified  
July 30, 1954.*

*Witness:  
Willie Mae Watson  
Mary Ruth Whitnise*

*Derby Heights, Inc.  
By: L. J. Huguenin  
Pres.*