PROTECTIVE COVENANTS

ALL OF BLOCK "A", and LOTS 28 AND 29

"HILLANDALE HEIGHTS"

PROPERTY OF L. A. MOSELEY AND CAROLINE B. MOSELEY

PLAT RECORDED IN PLAT BOOK "Y", PAGE 61, R. M. C.

OFFICE FOR GREENVILLE COUNTY, S. C.

The undersigned, Caroline B. Moseley, being the owner of all lots shown in Block "A", and the undersigned, L. A. Moseley, being the owner of Lots 28 and 29 of Block "B", on plat of Hillandale Heights 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, 1977, 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 forty-five (45) feet to the front lot line, nor nearer than ten (10) feet to any side lot line. The setback lines as to the front and side above referred to shall not apply to Lot 22, of Block "A". No building, except a detached garage, shall be located nearer than five (5) feet to any side lot line.
- 2. No dwelling shall be erected on Lots 1, 2, 3, 4, 5, 6, 7, 22 and 23, of Block "A", having a value of less than \$8,000.00, and no dwelling shall be erected on any other said lot having a value of less than \$10,000.00.
- 3. No trailer, basement, tent, shack, garage, barn or other out-building erected in 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 75 feet at the front building setback line. The ground floor area of the main structure, including porches, shall be not less than 900 square feet in the case of a one-story structure, nor less than 750 square feet in the case of a one and one-half, two or two and one-half story structure, excluding porches.
- 5. No obnoxious or offensive trade shall be carried on upon any of the property.
 - 6. This property shall be used for residential purposes only.
- 7. This property shall not be recut so as to face any direction other than as shown on the recorded plat thereof. This, however, shall