

MAY 15 2 49 PM 1958

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
PROTECTIVE COVENANTS

WHEREAS, The lots in Indian Hills, in the County of Greenville, State of South Carolina, said property being more particularly described and delineated on a plat of Indian Hills, prepared by Jones & Sutherland, Engineers, dated May 23, 1958, recorded in the R.M.C. Office for Greenville County in Plat Book QQ at Page 11, have no deed restrictions and it is the desire of the owners to adequately protect the property for themselves and future owners.

NOW, THEREFORE, In consideration of the mutual advantages to said owners and all future grantees, which will accrue to said parties, it is hereby covenanted and agreed that all of said lots as shown on said plat shall be subject to the following restrictions or protective covenants:

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from date, at which time said covenants shall be automatically extended for successive periods of ten years each unless by vote of a majority of the then owners of said lots it is agreed to change said covenants in whole or in part.
2. 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 institute any proceeding 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 for such violation.
3. 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.
4. All lots in the tract referred to above shall be known and described as residential lots and used for single family residential dwellings.
5. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling or one semi-detached single family dwelling not to exceed two and one-half stories in height.
6. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines as shown on the recorded plat. No building shall be located nearer than ten per cent of the width of the lot to any side lot line. No building such as a detached garage or other out-building located on the rear one-fourth of the lot shall be located nearer than five feet to any side lot line.

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7. No residential structure shall be erected or placed on any building plot which has an area of less than 15,000 square feet and a width of less than 90 feet at the front building setback line.
8. No residence of any kind shall be erected, placed or altered on any lot or lots in this subdivision until and unless the building plans, specifications and plot plan showing the proposed type of construction, exterior design and location of such residence have been approved in writing as to conformity and harmony of external design and plans are consistent with existing residences in the subdivision, and as to the location of the structure with respect to topography and finished ground elevation by a committee composed of J. Frank Williams and C. A. Talley, or by representatives designated by the said committee. In the event of the death, resignation or absence of any member of said committee, the remaining members 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 such design and location within thirty (30) days after the plans, specifications and plot plans have been submitted to it, or in any event, if no suit to enjoin the erection of such residence 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 its designated representative, as the case may be, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and of its designated representatives shall automatically cease on and after May 23, 1963. Thereafter, the approval described in this covenant shall not be required unless prior to the 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 thereafter shall exercise the same powers previously exercised by the said committee.
9. 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.
10. No trailer, house 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.
11. No dwelling shall be constructed on any lot at a cost of less than \$10,000.00 based upon the cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these

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covenants are recorded. The ground floor of the main structure, exclusive of one-story open porches, garages or carports, shall be not less than 1200 square feet for a one-story dwelling nor less than 1,000 square feet for a dwelling of more than one story.

12. No lot shall be subdivided or recut so as to face in any direction other than is shown on the plat above referred to.
13. The right is reserved to lay and place or authorize the laying and placing of sewer, gas and water pipes, telegraph, telephone and electric light poles on or in any of the streets shown on said recorded plat without compensation or consent of any lot owner.
14. All sewerage disposal shall be by municipal sewerage, or if such is not available, disposal shall be by septic tank which shall comply with the minimum FHA and G.I. requirements, and shall meet with the approval of the State Board of Health.
15. All fuel oil tanks or containers shall be buried under ground or covered consistent with normal safety precautions.
16. Drainage easements as shown on the recorded plat are reserved.
17. No cattle, hogs, goats, chickens or ducks shall be kept or raised on any lot in said subdivision, either temporarily or permanently.

IN WITNESS WHEREOF, We have hereunto set our hands and seals
this 23rd. day of May, 1958.

In the presence of:

L Roy Owen

George Alvin Stone

J Frank Williams (SEAL)

C A Talley (SEAL)

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604-234

STATE OF SOUTH CAROLINA :
: PROBATE
COUNTY OF GREENVILLE :

Personally appeared before me L. Roy Owen
who, on oath, says: That he saw the above named J. Frank Williams
and C. A. Talley sign, seal, and as their act and deed deliver
the within written Protective Covenants, and that he, together
with George Alvin Stone, witnessed the execution
thereof.

Sworn to before me this
23rd day of May, 1958.

L. Roy Owen



George Alvin Stone
Notary Public for S. C.

Recorded August 15th, 1958 at 2:48 P.M. # 4437