

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

RESTRICTIVE COVENANTS SHADY PINES

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WHEREAS, Sunny Slopes Land Company, L. H. Tankersley Trustee are the owners of all that real estate subdivision in Greenville County, South Carolina, Known as Shady Pines and shown on a Plat thereof made by C. O. Riddle RLS dated October 1972.

WHEREAS, SAID owners are developing said real estate as a single subdivision and wish to impose thereupon a general, uniform scheme of development.

Now therefore, for and in consideration of the mutual covenants and obligations herein contained for the benefit of the said Sunny Slopes Land Company L. H. Tankersley Trustee and the future owners of said real estate, the following covenants and restrictions upon the sale, transfer and use of all lots in Shady Pines Subdivision are hereby imposed, to wit.

1. All lots shall be used exclusively for single family residential units, "RESIDENTIAL UNITS". for the purpose of these restrictions covenants are for houses constructed upon the premises. No basement tent, shack, garage, barn or other outbuildings shall at any time be used as a residence either temporarily or permanently, nor shall any mobile home or trailer be used at any time on said lots.
2. No lot or any part thereof shall be used for a business or commercial purpose or any public purpose. No noxious or offensive activity shall be carried on anywhere on the property, nor shall anything be done thereon which may or become a nuisance to the neighborhood.
3. No lot shall be recut so as to face in any direction other than that shown on the recorded plat. Easements for drainage and utility purposes are reserved as shown on the recorded plat.
4. Animals shall be kept, maintained or quartered on any lot in a reasonable number, as pets for the pleasure of the occupants. No junked automobiles or refuse shall be permitted to remain on any lot either temporarily or permanently.
5. No residential unit shall be erected on any lot nearer to the right of way line on the front street than 30 feet and such residential unit shall face toward the front line of the lot as shown on the recorded plat. No unit shall be erected nearer than 50 feet from the right of way line of the side or secondary street on which said lot corners.
6. No wall or fence or hedge shall be erected across or along the front of any lot and nearer to the front line than the building setback line having a height of more than 4 feet. Nothing herein contained shall be construed to prohibit the use of more than one lot as a single residential unit site provided said site faces as required by these restrictions and recorded plat.
7. No residential unit shall be constructed on any lot containing less than 1200 square feet of floor space exclusive of porches, garages and breezeways. No resident more than (2) stories in height shall be erected on any numbered lot. No garage or other outside buildings more than (1) story in height shall be erected upon said lot.
8. The covenants and restrictions hereinabove set forth shall run with the land and shall be binding upon the undersigned and all parties or persons claiming by, through or under them until January 1, st. 1995, at which time these covenants and restrictions shall automatically cease and terminate unless a majority of the then owners of the lots shown on the recorded plat shall agree in writing to extend said covenants for an additional period of (20) years.  
If the undersigned their heirs or assigns shall violate these restrictions hereinabove set forth it shall be lawful for any person or persons owning any real estate situate in said subdivision to prosecute any proceedings at law or in equity against the persons or person violating or anything to violate any such covenants and restrictions either to prevent him or them from doing so or to recover damages or other dues for such violation. Invalidation of any one of these covenants or restrictions by any judgement or decree of a court of competent jurisdiction shall in no way affect any remaining provisions which shall remain in full force and effect.
9. The undersigned Sunny Slopes Land Company L. H. Tankersley Trustee, are hereby authorized to waive to any mortgage the restrictions herein imposed as to the use of any lot or area if the same shall be necessary for a loan to be made with such property as security. 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 loan, the undersigned Sunny Slopes Land Company L. H. Tankersley as Trustee shall have the authority to alter, amend or annul any such covenants as may be necessary to make any of these lots herein acceptable for such loan or loans.

SUNNY SLOPES LAND COMPANY L. H. TANKERSLEY TRUSTEE

  
L. H. TANKERSLEY

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