

GREENVILLE CO. S. C.

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OLLIE FARNSWORTH
R.M.C.

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STATE OF SOUTH CAROLINA	)	PROTECTIVE COVENANTS APPLICABLE
	)	TO DAKOTA HILLS, A SUBDIVISION NEAR
	)	THE CITY OF GREENVILLE, AS SHOWN
	)	BY PLAT RECORDED IN THE R.M.C.
COUNTY OF GREENVILLE	)	OFFICE FOR GREENVILLE COUNTY IN
	)	PLAT BOOK "FFFF", PAGE 61.

WHEREAS, the numbered lots in the above named subdivision are not subject to any protective covenants at this time, and

WHEREAS, Williams Builders, Inc., as the present owner of all lots shown on said plat, is desirous of providing for a general uniform scheme of quality; construction and appearance of all improvements to be built upon said property except as herein provided for, for the protection of itself and all future owners.

NOW, THEREFORE, in consideration of the covenants and promises contained herein and of other good and valuable consideration, there is hereby imposed the following protective covenants and restrictions upon the sale, transfer or use of all numbered lots on the above referred to plat.

(1) These covenants are to run with the land and shall be binding on 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 any person owning real property in said subdivision violates or attempts to violate any of the covenants contained herein, it shall be lawful for any other person or persons owning real property therein to institute proceedings at law or in equity against such person to prevent him from violating or attempting to violate the covenants, or to recover damages for such violation.

(3) Invalidity 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 subdivision 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 residential structure shall be located nearer to the front lot line than 25 feet, nor shall such residential structure be located nearer to any side lot line than to (10%) per cent of the width of the lot or ten (10) feet, whichever is less. No detached garage or other out-building located on the rear one-fourth of the lot shall be located nearer than five (5) feet to any side lot line.

(Continued on next page)

(7) No residential structure shall be erected or placed on any building plat which plot has an area of less than 15,000 square feet and a width of less than 52 feet at the front building set back line.

(8) There shall be no exposed cement block on the exterior of any residential structure erected on said property.

(9) The ground floor of the main residential structure, exclusive of one story open porches, detached garages or detached carports shall contain not less than 1000 square feet for a one story dwelling nor less than 900 square feet for a dwelling of more than one story.

(10) No lot shall be subdivided or recut so as to face in any direction other than as shown on the plat above referred to.

(11) 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.

(12) No trailer, house trailer, basement, tent, shack, garage, bar or other out-building erected on the lot 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.

(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 F.H.A. and G.I. requirements, and shall meet with the approval of the State Board of Health.

(15) Drainage easements, if any, as shown on the recorded plat are reserved.

(16) No cattle, hogs, goats, chickens or ducks shall be kept or raised on any lot in said subdivision, either temporarily or permanently.

(17) No vehicle of any type shall be parked on any lot for the purpose of making repairs to the same or stored other than emergency repairs by the owner of said lot, but no commercial repairs of any vehicle shall be allowed on said lots.

(18) No fences of any type shall be erected on any residential lot in front of the wall of the dwelling located on any lots affected by these restrictions.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed and the seal of the corporation affixed this 19th day of February, 1971.

IN THE PRESENCE OF:

C. Victor Gyle
C. Victor Gyle

WILLIAMS BUILDERS, INC.

By: *J. Frank Williams* (LS)
President

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STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Corporation, by its duly authorized officer, sign, seal and as the act and deed of said Corporation, deliver the within written instrument and that (s)he, with the other witness subscribed above witnessed the execution thereof.

C. Victor Gyle

SWORN to before me this 19th day
of February, 1971.

C. Victor Gyle (LS)
Notary Public for South Carolina

My Commission Expires: 11-18-80

Restrictions Recorded February 24, 1971 At 10:13 A.M. # 19658