

PROTECTIVE COVENANTS FOR HUDSON ACRES

The following restrictive covenants shall apply to all of the lots, except lots 12A and 15, shown on a Plat of Hudson Acres, recorded in Plat Book X at Page 39, in the R.M.C. Office for Greenville County, and shall run with the land and be binding on all parties and all persons claiming under them until January 1, 1975, at which time these covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change said covenants in whole or in part:

1. All lots in the tract shall be used for residences. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed 2½ stories, in height and a private garage for not more than three cars and servant's quarters for each family.

2. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans and specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing or proposed structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of L. Gertrude Hudson Waldrop, Robert L. Waldrop, Jr., and Waco Childers, Jr., or by a representative designated by a majority of the members of the said committee. In the event of death or resignation of any member of the said committee, the remaining member or 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 30 days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of said building 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 representatives, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1975. Thereafter the approval described in this covenant shall not be required unless, prior to 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 shall thereafter exercise the same powers previously exercised by said committee.

3. The lots as shown shall not be recut so as to face in any direction other than as shown on the plat and any question as to the proper facing of the said lots shall be decided by the committee designated by paragraph two. No lot as shown shall be recut or resubdivided in any case without the consent of the said committee designated by paragraph two.

4. No building shall be located on any lot nearer than 50 feet to the front lot line; and no building, other than an outbuilding, located more than 75 feet from the front lot line, shall be located nearer any side line than 10% of the width of the lot, or subdivision thereof pursuant to paragraph three, on which it is proposed to construct the residence.

5. 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 of nuisance to the neighborhood.

6. No trailer, basement, tent, shack, garage, barn or other outbuildings 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.

7. The ground floor area of the main structure of any dwelling erected on any lot in the subdivision, exclusive of open porches and garages, shall be not less than 1000 square feet in the case of a one-story structure and not less than 700 square feet in the case of a one and one-half, two, or two and one-half story structure.

8. An easement for the maintenance of telephone and power lines has been granted and is reserved over the front eight feet of each lot on both sides of the street.