

RESTRICTIVE COVENANTS FOR
CHESTNUT HILLS
GREENVILLE, S. C.

The undersigned, being the owner of all lots and tracts of land shown on the Plat of Chestnut Hills, recorded in the office of the R. M. C. for Greenville County, South Carolina in Plat Book G, page 35 does hereby impose on the lots and tracts hereinafter designated, the covenants and restrictions hereinafter set forth which shall be binding on all parties and all persons claiming under them until January 1, 1979, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change or abrogate said covenants in whole or in part.

If the undersigned, it's successors or assigns, or any property owner, 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 situate 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 dues for such violation.

Invalidation of any one of these covenants shall in no wise affect any of the other provisions which shall remain in full force and effect.

A. All numbered lots in the tract shall be known and described as residential lots except lot numbers 1, 175, 126, 127, 128, 129 and 130 which shall be excluded and excepted from these covenants. No structures shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling, not to exceed two and one-half stories in height and a private garage for not more than two cars and servants' quarters per family, except lot numbers 86 through 108, 113 through 116, 64 through 85 and 35 through 41, on each of which lots may either be erected single family dwellings or a duplex residence with garage.

B. No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, 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 structures in the subdivision, and as to location of the building with respect to existing structures, topography and finished ground elevation, by a committee composed of R. E. Hughes and G. J. Hughes and a property-owner representative selected by them. In the event of death or resignations of any member of said committee, the remaining members or member 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 such 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, or its designated representative shall be entitled to any compensation for services performed pursuant to the Covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1979. Thereafter the approval described