

8. An easement is hereby reserved to lay or place sewer, gas and water pipes, telephone, telegraph and electric light poles on any of the streets shown on said recorded plat without compensation or consent of any lot owner, and an easement for the installation and maintenance of utilities and drainage facilities are reserved over the rear and side five (5) feet of each lot shown on the recorded plat.

9. All fuel oil tanks or containers shall be covered, buried underground or kept in the rear of the residences erected on any lot.

10. No dwelling shall be erected or placed on any lot which has been reduced in size greater than twenty per cent (20%) from the size which is now shown on the recorded plat.

The Covenants and Restrictions hereinabove set forth shall run with the land and shall be binding upon all persons claiming under them for a period of thirty (30) years from the date these Protective Covenants are recorded, at which time these Covenants and Restrictions shall automatically cease and terminate unless a majority of the ten owners of the lots shown on the recorded plat shall agree in writing to extend said Covenants for an additional period of ten (10) years.

If the undersigned, its Successors or Assigns, shall violate any of the Restrictions hereinabove set forth, it shall be lawful for any person or persons owning any real estate situate in the said Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such Covenants and Restrictions, and either to prevent him or them from doing so or to recover damages or other dues for such violation. Invalidation of any one of the Covenants or Restrictions hereinabove set forth by Judgment or Order of Court shall in no wise affect any other remaining provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, and the seal of the corporation, on this 13th. day of April, A.D., 1965.

In the Presence Of:

HENRY C. HARDING BUILDERS, INC.

Judith L. Gilstrap

BY: Henry C. Harding
Henry C. Harding, its President

John M. Wreath

AND: James H. Lindsey
James H. Lindsey, its Secretary

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the first subscribed witness and made oath that (s)he saw Henry C. Harding, as President, and James H. Lindsey, as Secretary, of Henry C. Harding Builders, Inc. sign, seal and as the act and deed of said corporation deliver the within Protective Covenants and that (s)he with the other witness subscribed above witnessed the execution thereof.

Judith L. Gilstrap

SWORN to before me this

13th. day of April, A.D., 1965.

John M. Wreath (LS)
Notary Public for South Carolina

Recorded May 19th., 1965 At 9:53 A.M. # 32316