

Protective Covenants Applicable
to Property of James Wilson
Hicks, Sr., Known as Clearview
Heights, Near Greenville, S. C.

The following building restrictions are hereby imposed upon all lots in a subdivision known as Clearview Heights, property of James Wilson Hicks, Sr., as shown on Plat thereof, recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book "P" at page 1, by James Wilson Hicks, Sr., this the 8th day of October 1949, James Wilson Hicks, Sr., being as of the 8th day of October 1949, the owner of all lots shown on said Plat, except: The front 200 feet of lot No. 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 19, 20, ~~22~~, the Western portion of lot No. 21, 22, 24, 26, 27, 29, 30, 31, 32, 33, 34, 35 and 36.

These Covenants and Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said Covenants in whole or in part.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any Covenant either to restrain violations or to recover damages. If the parties hereto, or any of them, or their successors, heirs or assigns, 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 subdivision to prosecute any proceeding 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 other dues from such violations.

Invalidation of any one or more 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.

1: Lots Nos. 1 through 5, both inclusive, shall be used for business, community, civic, school or residential purposes, but when used for residential purposes shall be subject to all Covenants herein affecting residential lots.

2: No lots except lots Nos. 1 through 5, both inclusive, shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain (other than buildings now on said property) on any residential lot other than one detached single family dwelling or one detached 2, 3 or 4 family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

3: No building shall be erected, placed or altered on any residential lot in this subdivision until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by the architectural committee as to conformity and harmony of external design with existing structures in this subdivision, and as to location of the building with respect to topography and finish grade elevation. The said archi-