



# Protective Covenants Section One

For your protection as a home owner these restrictions and covenants have been provided. These Restrictions are applicable to the numbered lots appearing on the Plat entitled Subdivision of Foxcroft Section One made by C. O. Riddle, dated September 15, 1969, approved by the County Planning Commission on September 25, 1969, and recorded in the RMC Office for Greenville County, S. C., in Plat Book 4F, pages 2, 3, and 4.

## I. USES PERMITTED AND PROHIBITED

1. All numbered lots shall be used exclusively for single family residential dwellings.
2. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected upon any lot shall at any time be used as a residence either temporarily or permanently. No structure of a temporary nature shall be used as a residence.
3. No house trailer shall be placed on any lot either temporarily or permanently. Any camping trailer and/or similar equipment used for the personal enjoyment of a resident of a lot shall at all times be parked to the rear of the dwelling and shall not be parked in the front or side thereof. Such equipment shall at all times be neatly stored and positioned to be inconspicuous. No tree houses or play houses shall be erected on any lot unless previously approved in writing by the Architectural Committee.
4. No noxious or offensive activity shall be carried on anywhere on the property subject to

- these covenants, nor shall anything be done thereon which may be or become a nuisance or menace to the neighborhood. No numbered lot or any part thereof shall be used for any business or commercial purpose or for any public purpose.
5. All fuel oil tanks or containers shall be covered or buried underground consistent with normal safety precautions.
6. Sewerage disposal shall be by municipal or community sewerage system or, if by septic tank, in compliance with the specifications of the State Board of Health.
7. No animals shall be kept, maintained or quartered on any lot except that cats, dogs and caged birds may be kept in reasonable numbers as pets for the pleasure of the occupants.
8. The total area of all driveways shall be paved by plant mix concrete or asphalt.

## II. SETBACKS, LOCATION AND SIZE OF IMPROVEMENTS AND LOTS

1. No building shall be erected on any lot nearer to the front lot line than the building setback line as shown on the recorded Plat, and any such building shall face toward the front line of the lot except that buildings to be constructed on corner lots shall face in the direction designated by arrows on said Plat. No residence shall be nearer to any side lot line than a distance equal to 10% of the width of the lot measured at the building setback line but in no event shall any residence be less than 12 feet from the side lot line.
2. No detached garage or other outbuilding shall be nearer than 75 feet from the front lot line nor nearer than 12 feet from any side or rear lot line.
3. No wall, fence or hedge shall be erected across or along the front of any lot and nearer to

the front lot line than the building setback line having a height of more than 3 feet.

4. No lot shall be recut so as to face in any direction other than as shown on the recorded Plat.
5. Nothing herein contained shall be construed to prohibit the use of more than one lot or of portions of one or more lots as a single residential unit, provided, written approval thereof shall first be obtained from the Architectural Committee and, provided further, said site faces as required by these restrictions and the recorded Plat.
6. (a) The following minimum floor space required shall apply Lots Numbered: 1 through 7: 14 through 27; 36 through 43; 53 through 58; 63 through 68; 83 through 88; and 96 through 100.. In calculating the minimum floor space there shall be included the heated area of the residence. Porches, garages and breezeways shall be excluded from the calculation.

One story residences: 2,200 square feet  
Two story residences: 2,400 square feet  
One and one-half story residences: 2,600 square feet (of which at least 1300 square feet of heated area shall be on the main floor.)

Split level residences shall have a minimum of 2,400 square, feet, 2,000 square feet of which shall be on the main and upper level. In calculating the minimum requirement of 2,400 square feet, credit shall be given for one-half of the square footage on the lower or basement level, provided the same is finished and heated.

Basement residences shall have a minimum of 2,400 square feet, 2,000 square feet of which shall be on the main level. In calculating the minimum requirement of 2,400 square feet credit shall be given for one-half of the square footage on the lower or basement level, provided the same is finished and heated.

(b) The following floor space requirements shall apply to Lots Numbered: 8 through 13; 28 through 35; 44 through 52; 59 through 62; 69 through 81; and 89 through 95. In calculating the minimum floor space there shall be included the heated area of the residence. Porches, garages and breezeways shall be excluded from the calculation.

### III. APPROVAL OF PLANS CHANGES

1. The Architectural Committee shall be composed of John C. Cothran, Ellis L. Darby, Jr. and M. G. Proffitt, III. In the event of the failure or inability, for any reason, of a member to act, the vacancy created shall be filled temporarily or permanently, as necessary, by the remaining member(s) of the committee.

All members shall constitute a quorum and a unanimous vote shall be required for the transaction of any business of the Committee.

2. No improvements or buildings shall be erected, placed or altered on any lot or lots until and unless the building plans, specifications and plot plan showing the proposed type of construction, exterior design and location of such residence have been approved in writing as to conformity and harmony of external design and consistence with plans of existing residences or other buildings and as to the location of the structure with respect to topography and finished ground elevation, by the Architectural Committee.

One story residences: 2,400 square feet  
Two story residences: 2,600 square feet  
One and one-half story residences: 2,800 square feet (of which at least 1500 square feet of heated area shall be on the main floor.)

Split level residences shall have a minimum of 2,600 square, feet, 2,200 square feet of which shall be on the main and upper level. In calculating the minimum requirement of 2,600 square feet, credit shall be given for one-half of the square footage on the lower or basement level, provided the same is finished and heated.

Basement residences shall have a minimum of 2,600 square feet, 2,200 square feet of which shall be on the main level. In calculating the minimum requirement of 2,600 square feet credit shall be given for one-half of the square footage on the lower or basement level, provided the same is finished and heated.

7. No garage or other outbuilding more than one story in height shall be erected upon any numbered lot. The entrance to a garage shall not face the street or the side of the lot unless it has doors. The entrance to all carports shall face the rear of the lot.

3. In order to prevent duplication of buildings or improvements to be constructed in this section or adjacent section the Committee is vested with full authority to approve or disapprove plans for the construction of any building or improvements with its major features so similar to an existing building or improvement as to be construed as a practical duplication thereof in the discretion of the Committee.

4. In the event said Committee fails to approve or disapprove such designs and plans within 30 days after said plans have been submitted to it, or in any event, if no suit to enjoin the erection or alteration of such building or improvement had been commenced before such erection or alteration is substantially completed, such prior approval will not be required and this covenant will be deemed to have been fully complied with and no suit or claim will be available to said Committee, nor to any lot owner or other person. The term "building or improvement" shall be deemed to include the erection, placement, or alteration of any outbuilding, wall or fence to be made in any lot.

5. The Committee is authorized by unanimous vote of all its members to approve or ratify in the construction or alteration of any building minor violations of the requirements herein set forth under Section II. "Setbacks, Location and Size of Improvements and Lots", if in the opinion of all the members of the Committee the same shall be necessary to prevent undue hardship because to topography, the shape of any platted lot or the setback lines as shown on the recorded Plat, and

if in the opinion of the members of the Committee such violation will cause no substantial injury to any other lot owner. In no event may the Committee approve or ratify a violation of the front setback fine of more than 5 feet or of the main building side line restriction of more than 4 feet or of the restrictions as to building size imposed by Section II hereof. The approval of ratification by the Committee in accordance with this paragraph shall be binding on all persons.

#### **IV EASEMENTS**

1. An easement is reserved over the rear and side lot lines 5 feet in width on each lot for the installation, operation and maintenance of utilities and for drainage purposes. Such easements across the lots as are shown on the recorded plat are also reserved.

#### **V. MAINTENANCE CHARGES**

1. All the numbered lots in the recorded Plat shall be subject to an annual maintenance charge or assessment at the rate of Fifty and no/100 (\$50.00) Dollars per year. The first assessment of \$50.00 shall be due and payable on the January 1st next following the date a deed is delivered to the purchaser of a lot in the subdivision from Cothran & Darby Builders, Inc. And M. G Proffitt, Inc., and thereafter shall be due and payable in advance on each and every succeeding January 1st.

This assessment shall not apply to any lot so long as it is wholly or partially owned by Cothran & Darby Builders, Inc., M. G. Proffitt, Inc., John C. Cothran, Ellis L. Darby, Jr., or M. G. Proffitt, Inc., or any partnership, corporation or other entity in which Cothran, Darby and/or Proffitt, individually, have at least a twenty-five (25%) per cent interest.

2. All sums payable as set forth above are payable to Foxcroft Homes Association, Inc., and the amount so paid shall be administered by the officers of said Corporation and may be used for the functions hereinafter set out, and it is expressly stipulated that the association is empowered to perform any or all of said functions but that it is under no duty to perform or continue any of said functions and that it may fail to perform or discontinue to perform at any time of said functions.

- (a) For the payment of the necessary expenses for the operation of the said association.
- (b) For lighting, improvement, cleaning and maintaining the streets and parks, if any within the subdivision.

- (c) For the maintenance of any recreational facilities for the general benefit of the property owners.
- (d) For caring for vacant and unattended land, if any, within the subdivision, removing grass and weeds there from and doing any other thing necessary or desirable in the opinion of the officers of the association such property neat and in good order for the general benefit of all the property owners within the subdivision.
- (e) For any expenses incident to the enforcement of these protective covenants.
- (f) For the payment of taxes and assessments, if any, that may be levied by any public authority upon any community parks or other community areas which may be established for the benefit of the property owners in the subdivision.
- (g) For such other purposes as in the opinion of the officers of the association may be necessary for the general benefit of the property owners in the subdivision.

3. The agent or employees of the association are authorized to enter upon any lot for the carrying out of any of the functions set out above.

4. The association will encourage the planting of flowers and shrubs and other botanical beautification of said subdivision.

5. The annual charge shall constitute a lien or encumbrance upon the land and acceptance of each of the several Deeds of conveyance shall be construed to be a covenant by the Grantee to pay said charges, which covenant shall be for the owners in the subdivision and which covenant shall run with the land and be binding upon the Grantee and his Successors and Assigns. The association shall have the exclusive right to take and prosecute all actions

or suits legal or otherwise which may be necessary for the collection of said charges.

6. In the event that it is necessary to foreclose the lien herein created as to any property, the procedure for foreclosure shall be the same as the foreclosure of a real estate Mortgage.

7. The lien hereby reserved, however, shall be subject to the following limitations:

(a) Such lien shall be at all times subordinate to the lien of any Mortgagee or Lender of any sums secured by a properly recorded Mortgage or Deed to secure a debt, to the end and intent that the lien of any Mortgage, Trustee or lot holder shall be paramount to the line for charges herein and provided, further, that such subordinate shall apply only to the charges that shall become payable prior to the passing of title under foreclosure of Mortgage or Deed to secure and hold acquisition of the title by Deed in Lieu of foreclosure, and nothing herein contained shall be held to affect the rights herein given to enforce the collection of such charges accruing after sale under foreclosure

of such Mortgage or acquisition of title by Deed in lieu of foreclosure.

(b) Notice of any charge due and payable shall be given by filing notice of pendency of action in the Lis Pendens Book in the Office of the Clerk of Court for Greenville County. AS to the subsequent bonafide purchasers for value the lien herein reserved for charges due and payable shall be effective only from the time of the filing of said Lis Pendens; provided, however, that nothing herein contained shall effect the right of the association to enforce the collection of any charges that shall become payable after the acquisition of title by such subsequent bonafide purchaser for value.

(c) The lien herein created shall be subordinate to the lien of labors, contractors or material men furnishing labor or services in connection with the construction or alteration of any improvement located on any lot, except that nothing herein contained shall be held to affect the rights herein given to enforce the collection of such charges accruing after foreclosure of any such lien.

## VI. MISCELLANEOUS

1. No signs shall be permitted on any residential lots except that a single sign offering property for sale or for rent may be placed on any such lot provided such sign is not more than 24 inches wide by 20 inches high.

2. Only lots numbered from 69 through 80 and lot 80A shall have any right, interest in, use or enjoyment of the lake located in the subdivision

4. The property within the subdivision is hereby declared to be a bird sanctuary and any hunting of any wild birds is hereby prohibited.

5. Nothing herein contained shall be construed to prevent Cotfiran & Darby Builders, Inc. and/ or Ni. G. Proffitt, Inc., or their successors and assigns, from maintaining temporary sales offices and storage on any lot while the subdivision is in the process of being developed.

6. The covenants herein contained are to run with the land and shall be, binding on all persons claiming under them until the 31st day of December, 1994, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the lots, it is agreed to change said covenants and building restrictions in whole or in part.

If the undersigned, 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 owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempt to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one or more of these covenants by Judgement or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

7. Development of this Section One may be followed by development of additional Section(s) Of Foxcroft. If additional property is developed as a part of Foxcroft, the owners of lots therein shall thereby become members of Foxcroft Homes Association, Inc. and be entitled to all the benefits and obligations thereof.

IN WITNESS WHEREOF, the said developer has hereunto set its Hand and Corporate Seal at Greenville, South Carolina, this twenty-sixth day of September, 1969.



# Protective Covenants Section Two

For your protection as a home owner these restrictions and covenants have been provided. These Restrictions are applicable to the numbered lots appearing on the Revised Plat entitled Subdivision of Foxcroft Section Two made by C. O. Riddle, dated October 8, 1971, approved by the County Planning Commission on October 11, 1971, and recorded in the RMC Office for Greenville County, S. C., in Plat Book 4N, pages 36 and 37.

## I. USES PERMITTED AND PROHIBITED

1. All numbered lots shall be used exclusively for single family residential dwellings.
2. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected upon any lot shall at any time be used as a residence either temporarily or permanently. No structure of a temporary nature shall be used as a residence.
3. No house trailer shall be placed on any lot either temporarily or permanently. Any camping trailer and/or similar equipment used for the personal enjoyment of a resident of a lot shall at all times be parked to the rear of the dwelling and shall not be parked in the front or side thereof. Such equipment shall at all times be neatly stored and positioned to be inconspicuous. No tree houses or play houses shall be erected on any lot unless previously approved in writing by the Architectural Committee.
4. No noxious or offensive activity shall be carried on anywhere on the property subject to

these covenants, nor shall anything be done thereon which may be or become a nuisance or menace to the neighborhood. No numbered lot or any part thereof shall be used for any business or commercial purpose or for any public purpose.

5. All fuel oil tanks or containers shall be covered or buried underground consistent with normal safety precautions.
6. Sewerage disposal shall be by municipal or community sewerage system or, if by septic tank, in compliance with the specifications of the State Board of Health.
7. No animals shall be kept, maintained or quartered on any lot except that cats, dogs and caged birds may be kept in reasonable numbers as pets for the pleasure of the occupants.
8. The total area of all driveways shall be paved by plant mix concrete or asphalt.

## II. SETBACKS, LOCATION AND SIZE OF IMPROVEMENTS AND LOTS

1. No building shall be erected on any lot nearer to the front lot line than the building setback line as shown on the recorded Plat, and any such building shall face toward the front line of the lot except that buildings to be constructed on corner lots shall face in the direction designated by arrows on said Plat. No residence shall be nearer to any side lot line than a distance equal to 10% of the width of the lot measured at the building setback line but in no event shall any residence be less than 12 feet from the side lot line.
2. No detached garage or other outbuilding shall be nearer than 75 feet from the front lot line nor nearer than 12 feet from any side or rear lot line.
3. No wall, fence or hedge shall be erected across or along the front of any lot and nearer to

the front lot line than the building setback line having a height of more than 3 feet.

4. No lot shall be recut without first obtaining the written permission of the Architectural Committee created under Article III thereof.
5. Nothing herein contained shall be construed to prohibit the use of more than one lot or of portions of one or more lots as a single residential unit, provided, written approval thereof shall first be obtained from the Architectural Committee and, provided further, said site faces as required by these restrictions and the recorded Plat.
6. The following minimum floor space required shall apply to all numbered lots in Section II. In calculating the minimum floor space there shall be included the heated area of the residence. Porches, garages and breezeways shall be excluded from the calculation.

One story residences: 2,200 square feet  
Two story residences: 2,400 square feet  
One and one-half story residences: 2,600 square feet (of which at least 1300 square feet of heated area shall be on the main floor.)  
Split level residences shall have a minimum of 2,400 square, feet, 1,900 square feet of which shall be on the main and tipper level. In calculating the minimum requirement of 2,400 square feet, credit shall be given for one-half of the square footage on the lower or basement level, provided the same is finished and heated.

Basement residences shall have a minimum of 2,400 square feet, 2,000 square feet of which shall be on the main level. In calculating the minimum requirement of 2,400 square feet credit shall be given for one-half of the square footage on the lower or basement level, provided the same is finished and heated.

7. No garage or other outbuilding more than one story in height shall be erected upon any numbered lot. The entrance to a garage shall not face the street or the side of the lot unless it has doors. The entrance to all carports shall face the rear of the lot.

### III. APPROVAL OF PLANS CHANGES

1. The Architectural Committee shall be composed of John C. Cothran, Ellis L. Darby, Jr. and M. G. Proffitt, III. In the event of the failure or inability, for any reason, of a member to act, the vacancy created shall be filled temporarily or permanently, as necessary, by the remaining member(s) of the committee.

All members shall constitute a quorum and a unanimous vote shall be required for the transaction of any business of the Committee.

2. No improvements or buildings shall be erected, placed or altered on any lot or lots until and unless the building plans, specifications and plot plan showing the proposed type of construction, exterior design and location of such residence have been approved in writing as to conformity and harmony of external design and consistence with plans of existing residences or other buildings and as to the location of the structure with respect to topography and finished ground elevation, by the Architectural Committee.

3. In order to prevent duplication of buildings or improvements to be constructed in this section or adjacent section the Committee is vested with full authority to approve or disapprove plans for the construction of any building or improvements with its major features so similar to an existing building or improvement as to be construed as a practical duplication thereof in the discretion of the Committee.

4. In the event said Committee fails to approve or disapprove such designs and plans within 30

days after said plans have been submitted to it, or in any event, if no suit to enjoin the erection or alteration of such building or improvement had been commenced before such erection or alteration is substantially completed, such prior approval will not be required and this covenant will be deemed to have been fully complied with and no suit or claim will be available to said Committee, nor to any lot owner or other person. The term "building or improvement" shall be deemed to include the erection, placement, or alteration of any outbuilding, wall or fence to be made in any lot.

5. The Committee is authorized by unanimous vote of all its members to approve or ratify in the construction or alteration of any building minor violations of the requirements herein set forth under Section H. "Setbacks, Location and Size of Improvements and Lots", if in the opinion of all the members of the Committee the same shall be necessary to prevent undue hardship because to topography, the shape of any platted lot or the setback lines as shown on the recorded Plat, and if in the opinion of the members of the Committee such violation will cause no substantial injury to any other lot owner. In no event may the Committee approve or ratify a violation of the front setback fine of more than 5 feet or of the main building side line restriction of more than 4 feet or of the restrictions as to building size imposed by Section 11 hereof. The approval of ratification by the Committee in accordance with this paragraph shall be binding on all persons.

#### **IV EASEMENTS**

1. An easement is reserved over the rear and side lot lines 5 feet in width on each lot for the installation, operation and maintenance of utilities and for drainage purposes. Such easements across the lots as are shown on the recorded plat are also reserved.

#### **V MAINTENANCE CHARGES**

1. All the numbered lots in the recorded Plat shall be subject to an annual maintenance charge or assessment as shall be determined by the Foxcroft Homes Association, Inc. and/or Foxcroft Recreation Center, Inc.

This assessment shall not apply to any lot so long as it is wholly or partially owned by Cothran & Darby Builders, Inc., M. G. Proffitt, Inc., John C. Cothran, Ellis L. Darby, Jr., or M. G. Proffitt,

Inc, or any partnership, corporation or other entity in which Cothran, Darby and/or Proffitt, individually, have at least a twenty-five (25%) per cent interest.

2. All sums payable as set forth above are payable to Foxcroft Homes Association, Inc., and/ or Foxcroft Recreation Center, Inc., and the amount so paid shall be administered by the officers and directors of said Corporation.

#### **VI. MISCELLANEOUS**

1. No signs shall be permitted on any residential lots except that a single sign offering property for sale or for rent may be placed on any such lot provided such sign is not more than 24 inches wide by 20 inches high.

2. The property within the subdivision is hereby declared to be a bird sanctuary and any hunting of any wild birds is hereby prohibited.

3. Nothing herein contained shall be construed to prevent Cotfiran & Darby Builders, Inc. and/ or M. G. Proffitt, Inc., or their successors and assigns, from maintaining temporary sales offices and storage on any lot while the subdivision is in the process of being developed.

4. The covenants herein contained are to run with the land and shall be, binding on all persons claiming under them until the 31st day of December, 1994, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the

majority of the then owners of the lots, it is agreed to change said covenants and building restrictions in whole or in part.

If the undersigned, 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 owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempt to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one or more of these covenants by Judgement or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said developer has hereunto set its Hand and Corporate Seal at Greenville, South Carolina, this twentieth day of October, 1971.