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OLLIE FARNSWORTH
R. M. C.STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Outline of protective covenants for the property of Kathryan J. Finley known as the subdivision of Wachovia Forrest near Greenville, South Carolina.

1. AREA: For the purpose of providing Mutual protection and maintenance of property and residential amenities for the owners and future purchasers of lots in the subdivision of Wachovia Forrest situated in the County of Greenville, State of South Carolina on the Eastern side of the Piedmont Highway and being shown as a subdivision containing twelve lots according to the plat of property of Kathryan J. Finley made by C. O. Riddle and to be recorded in the R. M. C. Office for Greenville County, these covenants are executed.

2. TERM: These protective covenants shall be in full force and effect from the date of this recording of this instrument and said covenants are to run with the land and be binding upon all parties and all persons claiming under them until July 10, 1967 at which time said covenants shall be automatically extended for successive periods of ten (10) years each unless a majority of the then owners of the lots, by vote, agree to change said covenants in whole or in part and an instrument to that effect is placed on record.

3. ENFORCEMENT: If the parties hereto or any of them or their heirs or assigns violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real estate situated in the said 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 prevent him or them from so doing or to recover damages or other dues for such violations.

4. SERVERABILITY: Invalidation of any one 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.

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5. RESIDENTIAL AREA: Lots No. 1 through 12 of said subdivision covered by these restrictions shall be known and designated as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed one and one-half stories in height and a private garage.

6. SIZE: No building shall be permitted to be erected or placed on any residential lot containing less than Eleven Hundred Square Feet, it being the intention and purpose of this covenant to assure that all dwellings shall be of Good quality workmanship and materials for the minimum size of dwelling permitted.

7. SEWER: All sewage disposal shall be by septic tank or other comparable disposal methods either of which must meet the approval of the State Board of Health or the Municipal Sewage System. All methods of sewage disposal shall be approved by the County Health Department before being used.

8. BUILDING LOCATION: No building shall be located on any residential lot nearer to the front lot lines or nearer to the side street lines than the minimum building setback lines shown on the recorded plat. There shall not be more than one residential building erected, maintained or altered upon each lot. For the purposes of this covenant, eaves, steps and open porches shall not be considered a part of the building, provided, however that this shall not be construed to permit any portion of a building to encroach upon another lot.

9. NUSANCES: No noxious or offensive activities shall be carried on upon any residential lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the owners of the other residential lots in said subdivision.

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10. TEMPORARY STRUCTURES AND FENCES: No structure of a temporary character including a trailer, basement, tent, shack, garage, barn, or other out-buildings shall be used on any residential lot at any time as a residence either temporarily or permanently. No fence shall be constructed or maintained upon any residential lot nearer to any street than the building setback line on said plat.

12. RESUBDIVISION: No residential lot shown on said plat shall be recut so as to face in any other direction than as shown on said plat. Lots Nos. 1 through 12 which are designated as residential lots on said plat shall not be recut.

IN WITNESS WHEREOF, I have set my hand and seal this day of July 10, 1957.

Kathryn J. Finley

In the presence of:

E. F. Strickland
Smiley Campbell

SWORN to before me this 10 day of July, 1957

Smiley Campbell (SEAL)
Notary Public for South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Personally appeared before me Smiley Campbell and made oath that he saw the within named Kathryn J. Finley sign, seal and as her act and deed, deliver the within instrument, and that he with E. F. Strickland witnessed the execution thereof.

Sworn to before me, this 16th day of July A.D., 1957

Smiley Campbell (SEAL)
Notary Public, S.C.

Recorded July 15th, 1957 at 11:16 A.M. #16646