

OCT 29

OLLIE FARNSWORTH
R.M.C.

RESTRICTIONS OR
PROTECTIVE COVENANTS APPLICABLE TO THE PROPERTY
OF T. A. GILSTRAP, NEAR GREENVILLE. S.C.

1. The following protective covenants are hereby imposed, by the undersigned, owner of lots 58 and 59 as shown on plat no. 2 of the property of E. M. Galphin made by Dalton & Neves dated November, 1947. These covenants are to run with the land and shall be binding upon all persons claiming under them until January 1, 1980, at which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument adopted by vote of a majority of the then owners, agreeing to change said covenants in whole or in part, is placed of record.
2. If the parties hereto or any of them or their 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 situated 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 other dues for such violation.
3. Invalidation of any one 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.
4. Said property shall be for residential purposes; no structure shall be erected or placed thereon other than detached single family dwellings not to exceed two and one-half stories in height and a private garage for not more than two cars.
5. No live stock, cattle, swine, sheep, goats or other animals of similar breed shall be permitted to be kept thereon.
6. No building shall be located or placed nearer the front lot line than 35 feet nor nearer to the side lot line than 10 feet nor nearer the rear line than 5 feet.
7. No dwelling shall be located or placed thereon which has less than 1200 square feet of ground floor area in the main structure exclusive of one story, open porches and garages.
8. No noxious or offensive trade or activity shall be carried thereon nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
9. No trailer, basement, tent, shack, garage, barn or other out-building erected in said lots shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
10. Easements for utility installation and maintenance are reserved over and across the rear 5 feet of all said lots.
11. No lot shall be recut so as to face in any direction other than shown on said plat or described in the deed of conveyance thereto.
12. All sewerage disposal shall be by septic tank, until municipal sewerage disposal is available, meeting the approval of the Local and State Board of Health.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand and seal this 30 day of September, 1954.

In the Presence of:
Harris Gilstrap
Lydia W. ...

J.A. Gilstrap
Mr J.A. Gilstrap (S. C. S. S.)