

PROTECTIVE COVENANTS

Conditions, covenants, restrictions, and easements affecting property of Carter Land Development Company, Inc.

This declaration made this 11th day of August, 1955 by the said Carter Land Development Company, Inc., hereinafter called the Declarant,

W I T N E S S E T H

WHEREAS, Declarant is the owner of the real property described in Clause I of this declaration, and is desirous of subjecting the real property described in said clause 1 to the restrictions, covenants, reservations, easements, liens and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for the owner thereof, and shall inure to the benefit of said property and shall pass with said property and each and every parcel thereof, and shall apply to and bind the successors in interest and any owner thereof;

NOW THEREFORE, Carter Land Development Company, Inc. hereby declares that the real property described in and referred to in Clause 1 hereof is, and shall be held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations easements, liens, and charges hereinafter set forth.

CLAUSE I

Property subject to this Declaration

The real property which is, and shall be, held and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and charges with respect to the various portions thereof set forth in the various clauses and subdivisions of this declaration is located in the County of Greenville, State of South Carolina and is shown on the plat of same prepared by C. O. Riddle, Reg. L. S., July, 1955 and being on record in the R. M. C. Office for Greenville County in Plat Book DP, page 52, and being shown as lot 11-C.

No property other than that described above shall be deemed subject to this declaration, unless and until specifically made subject thereto. The Declarant may, from time to time, subject additional real property to the conditions, reservations, covenants restrictions, liens and charges herein set forth by appropriate reference thereto.

CLAUSE II

General Purpose of Conditions

- (A) This property above described shall be used for residential purposes only.
- (B) No noxious nor offensive trade or activity shall be carried on upon any building site nor shall anything be done thereon which may be of may become an annoyance or nuisance to the neighborhood. There shall be no commercial or industrial use of any building property or building site.
- (C) No dwelling shall be permitted on any building site at a cost less than \$7500.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story dwelling with open porches and garages, shall be not less than 900 square feet for a one story dwelling nor less than 1400 square feet for a dwelling of more than one story.
- (D) These covenants are to run with the land and shall be binding on all parties and persons claiming under them until January 1, 1985 at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of a majority of the owners.