

APR 26 9 12 AM 1960

STATE OF SOUTH CAROLINA I OLLIE RESTRICTIVE AND PROTECTIVE COVENANTS
COUNTY OF GREENVILLE. I APPLICABLE TO SCHWIERS GARDEN

The following restrictive and protective covenants are hereby imposed on the property contained in the subdivision known as Schwiers Garden as shown on Plat recorded in the RMC Office for Greenville County, South Carolina, in Plat Book QQ at Page s 136&137 These protective covenants and restrictions are imposed not only for the benefit of the grantors but also for the benefit of each and every purchaser of any of said property and their heirs and assigns.

These protective covenants are to run with the land and shall be binding on all parties or persons claiming under them until March 22, 1985 at which time the same shall be automatically extended for a successive period of ten years, unless by a vote of the owners of a majority of said lots, it is agreed to change said covenants in whole or in part.

If the subdivider or the owners of any of said lots shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any of said lots to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either prevent him or them from doing so or to recover any actual damage suffered by reason of such violations.

Invalidation of any of the covenants by judgment, court order or otherwise shall not in any way affect any of the other provisions which shall remain in full force and effect.

The restrictive and protective covenants are as follows:

1/ 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.
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.
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 sewerage disposal system or by such other means as may be approved by the authorities of the City of Greenville.

11/ Setbacks, Location and Size of Improvements and Lots.

1. No building shall be erected on any lot nearer to the front lot line than

(Continued on Next Page)

For Release of Deed Book 1166 Page 96. For Amend ment to Restrictive + Protective Covenants see Deed Book 732 Page 583.