

NOV 14 2 39 PM 1951

OLLIE FARNSWORTH
R.M.C.

PROTECTIVE COVENANTS APPLICABLE TO PROPERTY OF JOE A. PHILLIPS.

The following protective covenants are hereby imposed upon all that tract of land in Greenville County, State of South Carolina, on the Eastern side of U.S. Highway No. 25, near the City of Greenville, and being shown on the plat of property of Joe A. Phillips made by W.P. Morrow in September 1951, recorded in Plat Book AA at Page 179:

1. No lot, other than lots Nos. 1 and 2, and 31 through 37; shall be used for any purpose other than residential; the said lots 1 and 2, and 31 through 37, may be used for any business or commercial purpose so long as the use and buildings thereon otherwise conform to these protective covenants.
2. No dwelling shall be constructed on any lot which costs less than \$6000.00 based upon cost levels now prevailing, it being the purpose and intention to require all dwellings to be of a quality of workmanship and materials equivalent to or better than, that which can now be produced for \$6000.00 for the minimum permitted dwelling size. The floor area of the main structure, exclusive of open porches and garages, shall be not less than 850 square feet.
3. No building shall be erected upon any lot, whether business or residential, nearer than 30 feet to the street upon which it faces. No dwelling, or structure appurtenant thereto, shall be permitted nearer than 15 feet to any side street; nor shall any dwelling or structure appurtenant thereto, be permitted nearer than five feet to any interior lot line, except that this 5 foot limitation shall not apply to garages or other buildings located on the rear one-quarter of any lot.
4. No lot shall be recut or subdivided, and the facing of the lots as shown on the plat shall be adhered to; provided however, the privilege is reserved to Joe A. Phillips to subdivide and/or reface lot 24.
5. All sewerage disposal shall be by septic tanks, meeting the approval of the State Board of Health until such time as municipal sewerage disposal may be made available.
6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at anytime as a residence either temporarily or permanently.
7. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which maybe or may become an annoyance or nuisance to the neighborhood.
8. No business or commercial building shall be erected, altered, placed or permitted to remain on any lot hereinabove designated as business other than modern substantially constructed buildings. No such building shall be permitted nearer than 30 feet to the right of way of U.S. Highway No. 25.
9. No whiskey or other alcoholic beverages shall be sold upon the said premises.
10. No public dance halls, juke joints, or similar places of business shall be operated upon said premises.
11. Easements for the installation and maintenance of utilities and drainage facilities are reserved over the rear five feet of each lot.

These covenants shall run with the land and shall be binding upon all parties and all parties claiming by, through or under them for a period of 25 years from the date these covenants are recorded. In the event of any violation or attempted violation of these covenants, any person owning any of the property shown on said plat