

## PROTECTIVE COVENANTS

APPLICABLE TO SUNRISE CIRCLE

GREENVILLE CO. S. C.

PROPERTY OF A. H. AND DOROTHY B. MOEHLBROCK

MAY 11 12 28 PM 1956

PLAT RECORDED IN PLAT BOOK JJ

PAGE 103

WILLIE FARNSWORTH  
R. M. C.

RMC OFFICE FOR GREENVILLE COUNTY, S. C.

These covenants are to run with the land and shall be binding on all parties, and all persons claiming under them until January 1, 1975, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

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 proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any provisions which shall remain in full force and effect.

A. All numbered lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed two and one-half stories in height, and a private garage for not more than three cars and servant's quarters. Garages shall be attached to residences or located to the rear thereof and not in front of the residences or to the side.

B. No building, including the dwelling, detached garages, and out-buildings shall be erected, placed, or altered, on any building plot in this subdivision until the building plans, specifications and plot plans showing the locations of such buildings have been approved in writing as to conformity and harmony of external design with existing structures, in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of

A. H. Moehlenbrock and Dorothy B. Moehlenbrock

In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative of like authority. In the event that said committee or its designated representative fails to approve or disapprove such design or location within thirty days after such plans and specifications have been submitted to it, or, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of this committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and its designated representative shall cease on and after January 1, 1965. Thereafter the approval required in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then owners of the majority of the lots

in this subdivision and duly recorded appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by such committee.

C., No noxious nor offensive trade or activity shall be carried on upon any lot nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

D. No trailer, basement, tent, shack, garage, barn, or other out-building placed on the tract 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.

E. The ground floor area of the main structure exclusive of one-story open porches and garages shall be not less than 1500 square feet in the case of a one-story structure nor less than 1200 square feet on the first floor in the case of a two or a two and one-half story structure.

F. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback line shown on the recorded plat. It is the intent to refer to the body of the house and not to the steps, porches, bay windows, and the like parts of the houses. No building shall be located nearer to the side lot line than the distance represented by 10% of the lot frontage on which the building is to be located.

G. A 5 foot easement is reserved along the side and rear lot lines for drainage and utility installation and maintenance.

H. No numbered lots in this subdivision shall be re-cut or subdivided so that the frontage is less than 75 feet. This paragraph is not intended to prevent cutting off and conveying a small portion or portions of any lot provided the frontage of said lot is not reduced to less than 75 feet and provided further that each dwelling erected shall be upon a lot of at least 75 feet frontage.

I. The above restrictions shall apply to all numbered lots appearing on the plat of Sunrise Circle made by T. C. Adams, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book JJ, Page 103, except that such buildings located in this subdivision as of the date of the execution of this instrument shall not be deemed to be in violation of these restrictions.

J. No lot shall contain more than one residential structure, but this restriction shall not prevent a purchaser from using more than one lot. It is the intention of this restriction to prevent the building of more than one residence on any one lot in this subdivision.

K. No fences more than four feet in height shall be built across the front of lots or along side lines in front of a house.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 31st day of December, 1955.

In the Presence of:

Mary Sue Tillotson  
Carole C. Fout

A. H. Maellenbrock (LS)  
Lurath B. Maellenbrock (LS)

STATE OF SOUTH CAROLINA )

COUNTY OF GREENVILLE )

PERSONALLY appeared before me Mary Sue Tillotson

and made oath that he saw A. H. and Dorothy R. Moehlenbrock, sign, seal and as their act and deed, execute the foregoing covenants, and that he, with Patrick C. Fant witnessed the execution thereof.

SWORN to before me this

31<sup>st</sup> day of December, 1955

Patrick C. Fant (LS)  
Notary Public for South Carolina

Mary Sue Tillotson

Recorded January 11th, 1956, at 12:26 P.M. #909