

## PROTECTIVE COVENANTS APPLICABLE TO JUANITA F. RODGERS'

PROPERTY AS SHOWN ON PLAT MADE BY M. H. WOODWARD, R.E.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until March 1st, 1967, at which time said covenants shall be automatically extended for successive periods of ten years unless by 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 any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or sub-division to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either prevent him or them from doing so or to recover damage or other due for such violations.

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

1. All lots in this tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any lot other, than one detached single family dwelling or one detached two family duplex, and a private garage for not more than two cars and such other out buildings incidental to residential use of the lot.

2. No building shall be located nearer to the front line of lot than 35 feet and nearer, the side or rear line of lot than 5 feet.

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

4. No trallor, basement, tent, garage, barn or other out-building erected in the sub-division 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.

5. No dwelling costing less than two thousand dollars, (\$2,000.00) shall be permitted on any lot in said sub-division.

6. An easement is reserved over the rear of five feet of each lot for utility installation and maintenance.

7. No rights or interest in any part of the sub-division shall be sold, traded, conveyed, demised or leased to persons wholly or partly of African descent.

8. All sewer disposal shall be by Septic Tanks, meeting the approval of the State Board of Health, until such times as municipal sewage disposal is made available.

Junita F. Rodgers

JUNITA F. RODGERS.

WITNESS:

Helen Hendricks Owens

Eston L. Rodgers.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Personally before me appeared Eston L. Rodgers and made oath that he saw the within named Juanita F. Rodgers sign, seal and as her act and deed deliver the within written covenants, and that he with Helen Hendricks Owens witnessed the execution thereof.

Eston L. Rodgers

Sworn to and subscribed before me,

this 7th day of March, 1947.

Helen Hendricks Owens, L.S.

NOTARY PUBLIC FOR SOUTH CAROLINA.

Recorded March 10th, 1947 at 12:30 P.M. #4698 by. R.I.Hy.