

PROTECTIVE COVENANTS APPLICABLE TO THE PROPERTY OF ELIZABETH
E. VOYLES, AUGUSTA ROAD, GREENVILLE, SOUTH CAROLINA

These covenants are to run with the land and shall be binding on all parties or persons claiming under them until May 1, 1977, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots it is agreed to change the 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 the said development or subdivision 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 dues for such violations.

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

Minimum Restrictions Applicable to Lots Nos. 1 and 30

(A) The front setback line on Lots Nos. 1 and 30, according to plat, shall be not less than 75 feet from the Eastern side of Augusta Road, and these two enumerated lots shall not be recut or subdivided in any other manner than as shown on the plat. Any residential structure constructed upon either Lot No. 1 or Lot No. 30 shall face onto Augusta Road. No dwelling costing less than \$7500.00 shall be permitted to be constructed upon Lot No. 1 and Lot No. 30 and each said dwelling shall have not less than 950 square feet upon the ground floor area of the main structure, excluding porches and garages. Lot No. 1 and Lot No. 30 shall not be used as a site for the construction or use as a motel, tourist court, camp, or other place for transient guests.

Minimum Restrictions Applicable to all Lots

(B) All lots in this tract shall be known, described and used solely as residential lots. Dwellings shall not exceed two and one-half (2 1/2) stories in height and private garages shall not exceed three (3) car capacity and only such other outbuildings incidental to residential use of the lot shall be permitted.

(C) No building shall be located nearer to the front line of the lot nor nearer to the side line or street than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than thirty (30) feet to the front line nor nearer than five (5) feet to any side line thereof. No building except a garage or other outbuilding located sixty (60) feet or more from the front lot line shall be located nearer than five (5) feet to any side line.

(D) No residential structures shall be erected or placed on any building plot which plot has an area less than seventy-five hundred (7500) square feet or a width of less than fifty (50) feet at the front building setback line.

(E) 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.

(F) No trailer, basement, tent, garage, barn or other outbuilding erected in 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.

(G) No dwelling costing less than \$3,000.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages shall be not less than 600 square feet in the case of a one-story nor less than 600 square feet in the case of a one and one-half, two, or two and one-half story structure.

(H) An easement is reserved over the rear five (5) feet of each lot for utility installation and maintenance.

(I) All sewer disposal shall be by septic tanks, meeting the approval of the State Board of Health, until such time as municipal sewage disposal is made available.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 5th day of May, 1952.

In the Presence of:)
Frances Kainla :
William B. Trapp)

Elizabeth E. Voyles