

RECORDED
GREENVILLE CO. S.C.
FEB 14 12 25 PM '52

STATE OF SOUTH CAROLINA ' BUILDING RESTRICTIONS OR PROTECTIVE COVENANTS APPLICABLE
' TO PROPERTIES ON NORTH SIDE OF BRUSHY CREEK ROAD IN THE
COUNTY OF GREENVILLE ' AREA OF PROPERTY OF CLYDE DILL, JR. SHOWN ON PLAT MADE
BY J. MAC RICHARDSON, AUGUST 1952, AND H. S. BROCKMAN,
OCTOBER 1952. RECORDED IN THE R. M. C. OFFICE FOR
GREENVILLE COUNTY, IN PLAT BOOK CC, AT PAGE 168.

WHEREAS, the undersigned are the owners of all of those tracts of land located on the North side of Brushy Creek Road, in Greenville County, near the City of Greenville, South Carolina, in the area of the property of Clyde Dill, Jr., and,

WHEREAS, it is mutually agreed that the said properties should be restricted as to use, and,

WHEREAS, for valuable consideration between all the parties hereto,

NOW, THEREFORE, it is mutually agreed between all of the parties hereto as follows:

These covenants are to run with the land and shall be binding on all persons claiming under them until January 1, 1976, at which time said covenants shall be automatically extended for successive periods of 10 years, unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in part or in whole.

If the present or any future owner of any said lots as designated, or their heirs and 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 proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and to either prevent him or them from so doing or to recover damages or other dues for such violations. Invalidation of any one of these covenants, by judgment or court order, shall in no way effect any of the other provisions which shall remain in full force and effect.

1. All lots shall be for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot 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 two cars.

2. No building shall be erected on any residential lot nearer than forty feet to the front line of said lots, nor nearer than fifteen feet to any side street line. No building except a detached garage or other outbuilding located seventy-five feet or more from the front lot line, shall be located nearer than five feet to any side lot line.

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 nuisance to the neighborhood.

4. No trailer, tent, barn, or other outbuildings 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.

5. No dwelling shall be permitted on any lot at a cost of less than \$7,500.00 based on the price levels prevailing on the date of these covenants being recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date of these covenants being recorded, at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garage, shall be not less than 800 square feet for one-story dwelling, exclusive of porches and breezeways, nor less than 1,000 square feet for a dwelling of more than one story.

6. All sewerage disposal shall be by septic tank, meeting the approval of