APR 22 3 52 PM Defective Covenants Applicable to Property STATE OF SOUTH CAROLINA ) known as The A. B. Hodgens, Estate, Hunte COUNTY OF GREENVILLEEFA HERIOTHE Road and Leland Circle R. M.C.

WHEREAS, There is situate in the County of Greenville a subdivision known as A. B. Hodgens Estate, and

WHEREAS, It is the desire and intent of the developer of said property which is shown by plat hereinafter referred to, that the entire property in each section thereof be restricted as to use, location and character of building thereon.

NOW, THEREFORE, to achieve the ends the following articles setting forth conditions and covenants are hereby imposed upon the property known as The A. B. Hodgens Estate on the plat recorded in the R. M. C. Office for Greenville County in Plat Book TT Page 187

- I. Effect of Covenants and Enforcement. The real property as shown upon the plat, reference to which has heretofore been made, shall be held, used, conveyed, transferred and sold subject to the restrictions, covenants reservations, and easements herein set forth. These covenants and conditions shall be binding on all parties and all persons claiming under them, and are to run with the land for a period of thirty-five years from their effective date, and they shall be automatically extended for successive periods of twenty years unless there is executed an agreement signed by the majority of the owners of the lots, within all the sections and additions, then developed, of the subdivision "Property of The A. B. Hodgens Estate" and duly recorded agreeing to: modify, add to, delete, or completely abandon these restrictions.
- II. If any of the parties hereto, or any of them, or their heirs, or assigns, shall violate any of the covenants herein contained, it shall be lawful for any person or persons owning any portions of the real property shown on the Plat to which reference has heretofore been made or owning any portion of the real property that lies within any other addition or section of the subdivision to prosecute any proceeding at law or in equity under these covenants.
- III. No land shall be used or occupied and no structure built within said subdivision except in conformance with the following:
- (a) No professional office, business, trade or commercial activity of any kind shall be conducted in any building or on any portion of any lot, block or building site in said subdivision.
- (b) No lot shall be used except for the following. No building shall be erected, altered, placed or permitted to remain on any lot other than the following:
  - (1) One Single Family Dwelling. .
  - (2) Accessory Buildings, including one private garage, private stable and servant's quarters, Garage Apartment's are specifically prohibited. Servant's quarters shall be occupied only by such persons and their family as are employed full time by the occupants of the principal residence as household servants.
  - (3) Temporary buildings for uses incidental to construction work, which building shall be removed fipon completion or abandonmnent of the construction work.

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