

PROTECTIVE COVENANTS
PROPERTY OF
"ELIZABETH L. MARCHANT"
Plat Book XX, pg. 47

The undersigned, being the owner of all that piece, parcel and lot of land as shown on plat of Property of Elizabeth L. Marchant, Greenville, S. C., Section One, prepared by Dalton & Neves, Reg. Surveyors, in January, 1961, does hereby agree that the covenants and restrictions hereinafter set forth shall be binding on all parties and all persons claiming under them until January 1, 1980, 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 said covenants in whole or in part.

If the party hereto, or her heirs or assigns, or any of them, 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 covenant damages or other dues for such violation.

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

1. No building shall be located on any residential building lot nearer than the building setback line as shown on the plat, i. e., 75 feet.
2. No dwelling shall be permitted on any lot where the ground floor area of the main structure, exclusive of one story open porches and garages, shall be less than 2,000 square feet for a one story dwelling, nor less than 1,500 square feet for a dwelling of more than one story.
3. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence temporarily or permanently, or shall any structure of a temporary character be used as a residence.
4. No obnoxious or offensive trade or activity shall be carried on upon any of the property, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.
5. This property shall be used only for single family residences provided, however, any lots may be used for the construction of a building for educational or religious purposes.
6. This property shall not be recut so as to face any direction other than as shown on the plat thereof.
7. All sewerage disposal shall be by septic tank meeting the approval of the State Board of Health or by Municipal Sewerage System.
8. An easement five (5) feet in width is reserved across the side and rear of all lots for the purpose of utility installation and maintenance, as well as drainage.

IN WITNESS WHEREOF, I have hereunto set my hands and seal this 3rd day of APRIL, 1962

In the Presence of:

Don Baker
P. Madley Morrall Jr.

Elizabeth L. Marchant (LS)
 Elizabeth L. Marchant

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