

on any of the streets shown on said recorded plat without compensation or consent of any lot owner, and an easement for the installation and maintenance of utilities and drainage facilities are reserved over the rear and side five (5) feet of each lot shown on the recorded plat.

9. All fuel oil tanks or containers shall be covered, buried underground or kept in the rear of all residences erected on any lot.

10. No dwelling shall be erected or placed on any lot which has been reduced in size greater than twenty per cent (20%) from the size which is now shown on the recorded plat.

The Covenants and Restrictions hereinabove set forth are to run with the land and shall be binding upon all parties and persons claiming under them until January 1, 1983, at which time these Covenants and Restrictions shall automatically cease and terminate unless a majority of the then owners of the lots shown on the recorded plat shall agree in writing to extend said Covenants for an additional period of ten (10) years.

If the undersigned, or his heirs or assigns, shall violate any of the Restrictions hereinabove set forth, it shall be lawful for any person or persons owning any real estate situate in the said Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such Covenants and Restrictions, and either to prevent him or them from doing so or to recover damages or other dues for such violation. Invalidation of any one of the Covenants or Restrictions hereinabove set forth by Judgment or Order of Court shall in no wise effect any other remaining provisions, which shall remain in full force and effect.

Those certain Protective Covenants applicable to Ashland Terrace dated March, 1963 and recorded in the R. M. C. Office for Greenville County, South Carolina in Deed Book 718 at page 83 are hereby revoked in their entirety and superseded.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal on the 8th day of August, A. D., 1963.

In the Presence of:

Henry C. Harding (LS)
Henry C. Harding

Alta P. Posing
John D. Willard

STATE OF SOUTH CAROLINA)
 :
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the first subscribed witness and made oath that (s)he saw, Henry C. Harding, sign, seal and as his act and deed, deliver the within Protective Covenants, and that (s)he with the other subscribed witness, witnessed the execution thereof.

SWORN to before me this 8th day of August, A. D., 1963

Alta P. Posing

John D. Willard (LS)
Notary Public for South Carolina.

Recorded August 14th, 1963 at 3:17 P.M. #4873