

STATE OF SOUTH CAROLINA)
 COUNTY OF GREENVILLE)
 PRELIMINARY RESTRICTIONS AND
 PROTECTIVE COVENANTS APPLICABLE
 TO CERTAIN PROPERTY ON BOTH SIDES
 OF THE PELHAM ROAD.

WHEREAS, the undersigned own, as tenants in common, a tract of 232.8 acres, more or less, lying on both sides of the Pelham Road in Butler Township, state and county aforesaid, being more specifically identified as Tract 7, Block 1, Sheet 543.3 on the Tax Maps in the Block Book Department for Greenville County, being the same, less certain parcels heretofore conveyed, which was conveyed to the undersigned Richard F. Watson, Jr. by R.F. Watson by deed dated December 24, 1945 and recorded in the R.M.C. office for Greenville County in Deed Vol. 284, page 351, the said Richard F. Watson, Jr. having conveyed an undivided one-half interest to the undersigned, Evelyn P. Watson, by deed dated October 23, 1953 and recorded in said R.M.C. office in Deed Vol. 488, page 37; and

WHEREAS, certain parcels of said property are being conveyed from time to time by the undersigned, and they are desirous of restricting said property in certain particulars prior to the formulation of a final development or subdivision plan;

NOW, THEREFORE, we, the undersigned, Richard F. Watson, Jr. and Evelyn P. Watson, do hereby impose the following restrictions and protective covenants on the property hereinabove described. These covenants are to run with the land and shall be binding on all persons claiming under them until January 1, 1987, after which time said covenants shall be automatically extended for successive periods of ten years unless by a majority of the then owners it is agreed to change said covenants in whole or in part. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person, or persons, owning any real property situate 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 and either to prevent him or them from so doing or to recover damages or other dues for such violation. Invalidation of any one of the 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 lot or tract shall be used except 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 accessory buildings incident to residential use, including a private garage, a stable, a storage or tool shed, a greenhouse, and servant's quarters (or a private garage and servant's quarters may be constructed as part of the main building).

2. No lot or tract which has frontage on either side of the Pelham Road shall be cut or recut so as to contain a total area less than two and one-half acres; provided, that this restriction shall not apply to any property which is under option to purchase upon the date of these restrictions.

3. No noxious or offensive trade or activity shall be conducted upon any lot nor shall anything be done thereon which may be, or become an annoyance or nuisance to the neighborhood.

4. No trailer, basement, tent, shack, garage, barn, or other out-building erected in the subdivision 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.

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It is understood and agreed that the undersigned may further restrict portions of the above-described property, located 500 feet or more from the Pelham Road, without first obtaining the consent of any person who has purchased a lot or tract with frontage on said road, provided always that such further restrictions will not conflict in any way with the covenants and restrictions herein contained.

Expressly excluded from the operation of these restrictions are the following parcels:

(1) All property owned by us south of U.S. Interstate Highway No. I-385;

(2) A parcel at the northeast corner of the intersection of U.S. Interstate Highway No. I-385 and a road leading from the Pelham Road to the interchange on said Interstate Highway, said parcel to have frontage on said road and highway not exceeding 200 feet on each, and an area not exceeding one acre; and

(3) A parcel at the northwest corner of said intersection, said parcel to have frontage on said intersecting road not exceeding 200 feet and an area not exceeding one acre.

These parcels are reserved for possible business use. It is also understood and agreed that the undersigned presently raise fruit trees and operate an orcharding and general farming business on portions of said property, and that so long as such operations are conducted by the undersigned, or either of them, they will not be deemed a violation of these restrictions, nor will any structures used in conjunction therewith.

In Witness Whereof, we have hereunto set our hands and seals, this the 19th day of January, 1962.

In the presence of:

Carolyn Anders

Joseph H. Earle, Jr.

Richard F. Watson, Jr. (SEAL)

Evelyn P. Watson (SEAL)
Evelyn P. Watson

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF GREENVILLE)

PERSONALLY appeared before me Carolyn Anders and made oath that she saw the within named Richard F. Watson, Jr. and Evelyn P. Watson sign, seal and deliver the within written Restrictions and Protective Covenants, and that she with Joseph H. Earle, Jr. witnessed the execution thereof.

SWORN to before me this the 19th day of January, 1962.

Joseph H. Earle, Jr. (L.S.)
Notary Public for South Carolina

Carolyn Anders

Recorded January 20th, 1962 at 11:10 A.M. #18045