

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)
R.M.C.

RESTRICTIONS AND PROTECTIVE
COVENANTS APPLICABLE TO CERTAIN
PROPERTY ON THE NORTH SIDE OF
THE PELHAM ROAD

WHEREAS, the undersigned own, as tenants in common, a tract which originally contained 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. 483, Page 37; and

WHEREAS, preliminary restrictions and protective covenants were imposed on said property by an instrument dated January 19, 1982, recorded in the R. M. C. Office for Greenville County in Deed Vol. 890, Page 531, but it was contemplated that more definitive restrictions would subsequently be placed upon portions of said property located 500 feet or more from the Pelham Road; and

WHEREAS, the undersigned are desirous of imposing final restrictions and protective covenants on that portion of said property which lies north of the Pelham Road and more than 500 feet distant therefrom;

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 storage or tool shed, and a greenhouse. The garage may be attached to the main structure.

2. No building, including the dwelling, greenhouse, detached garages and outbuildings shall be erected, placed or altered on any plot in this development until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Richard F. Watson, Romaine A. Barnes and Evelyn Peyton Watson. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, to designate a successor or successors to the member or members so dying or resigning, or to designate a representative to act for the committee. In the event said committee or its designated representative fails to approve or disapprove

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such design or location within thirty days after such plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant shall be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and its designated representative shall cease on and after January 1, 1987. Thereafter, the approval required in this covenant shall not be required unless prior to said date and effective thereon a written instrument shall be executed by the then owners of a majority of the lots in this subdivision and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by such committee.

3. No noxious 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 an annoyance or nuisance to the neighborhood. No business, trade or commercial activity of any kind shall be conducted in any building or on any portion of any of the property.

4. No trailer, basement, tent, shack, garage, barn or other outbuilding 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 erected with the ground floor area of the main structure, exclusive of one-story open porches, breezeways, garages, or car ports, less than 2,000 square feet for an one-story dwelling, nor less than 1,500 square feet for a dwelling of one and one-half, two, or two and one-half stories.

6. No building plot shall be recut or resubdivided so as to reduce its street frontage less than 150 feet or its total area to less than 25,000 square feet, nor shall any such plot be recut or resubdivided so as to create an additional building plot; but nothing herein shall be construed to prohibit recutting for the purpose of enlarging the size of an adjacent plot, provided the aforesaid minimum frontage and area are maintained. Except for the undersigned or either of them, no plot owner shall sell or lease any portion of his property as a way or entrance to any other property, or permit any portion of his property to be used for such purpose.

7. No building shall be located nearer than sixty (60) feet to any front lot line, or nearer than fifty (50) feet to any side street line. No building shall be located nearer to any rear lot line than twenty-five (25) feet, or nearer to any side lot line than a distance which equals ten per centum (10%) of the width of the lot at the front building set-back line; provided, that a detached garage or other accessory building which is located on the rear one-fourth of the lot may be erected five (5) feet from a side or rear lot line.

8. A five foot easement is reserved along all lot lines for drainage and utility installation and maintenance; provided, however, that when more than one lot shall be used as a site for one residence, the aforesaid five foot easement shall apply only with respect to the exterior side and rear lines of such consolidated lot.

9. Until such time as public sewerage disposal facilities shall be available, all sewerage disposal shall be by septic tanks or other underground disposal facilities approved by the appropriate public health authorities.

10. No fence, wall or hedge shall be erected across the front of any lot or along any side lot line between the building set-back line and the street unless the approval of the Committee created by paragraph 2 hereof shall first have been obtained; and in no event shall any fuel storage tank be located above ground.

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11. No livestock, fowl, or animals of any kind, except dogs, cats and other household pets, shall be maintained or kept upon any plot.

In Witness Whereof, we have hereunto set our hands and seals, this the
17th day of September, 1964.

In the presence of:

Mary S. Martin
Joseph H. Earle, Jr.

Richard F. Watson, Jr. (SEAL)
Richard F. Watson, Jr.

Evelyn P. Watson (SEAL)
Evelyn P. Watson

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF GREENVILLE)

PERSONALLY appeared before me Mary S. Martin 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
17th day of September, 1964.

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

Mary S. Martin

Recorded September 22nd., 1964 At 2:05 P.M. # 8829