

BUILDING RESTRICTIONS APPLICABLE SUPER  
HIGHWAY HOME SITES NEAR GREENVILLE, S.C.

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1976, at which time said Covenants shall be automatically extended for successive periods of 10 years unless by vote a majority of the then owners of the lots 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 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 and either to present him or them from so doing or to recover 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.

A. All lots in the tract shall be known and described as residential lots except for commercial area and the lot around the existing dwelling. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than 2 cars ~~and stories in height and a private garage for not more than 2 cars~~ and storage space or servants quarters; except on lots numbered #1 through #7 and lots #43 through #51 on which multifamily dwelling will be permitted.

B. No building shall be located on any residential building plot nearer than 30 feet to the front lot line, nor nearer than 20 feet to any side street line. No building, except a detached garage or other out-building located 75 feet or more from the front lot line, shall be located nearer than 12 feet to any side lot line.

C. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 9,000 square feet or a width of less than 75 feet at the front building set back line.

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

E. 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.

F. No single family dwelling costing less than \$3,000.00 shall be permitted on any lot in the tract or multifamily dwellings costing less than \$6,000. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 600 square feet in the case of a one-story structure nor less than 500 square feet in the case of a one and one-half, two, or two and one-half story structure.

G. An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

H. No lot shall be sold, rented or otherwise disposed of to or occupied and used by any person of African descent, except that this covenant shall not prevent occupancy by domestic servants domiciled with an owner or tenant.

I. All sewage disposal shall be by septic tank, meeting the approval of the State Board of Health, or by the municipal sewerage system.

J. No structure of any kind whatsoever shall be erected or maintained on lots Nos. 47 and 48, as shown on the above plat and designated "commercial area" thereon, except dwellings conforming to all the covenants herein and/or retail stores, provided, however, that such retail stores shall not exceed one story or 25 feet in height. No retail store shall be located nearer than 40 feet from Lee Road nor nearer than 40 feet from the road marked "Flynn Street on the plan; no retail store shall have less offstreet automobile parking space than is sufficient to provide one car space for each 100 square feet of the total floor area of the structure. No free standing signs or billboards shall be erected or maintained on any lot as shown on the above plat.

K. No building shall be erected, placed, or altered on any building plot in this subdivision 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 R. E. Hughes and property-owners representatives, or by a representative designated by a majority of the members of said committee. 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, or to designate, a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such