

RESTRICTIVE COVENANTS ^{JUN 9 1952} APPLICABLE
TO BEREAL REALTY COMPANY

The following protective and restrictive covenants are hereby imposed on all lots of Berea Realty Company, as shown on a plat thereof prepared by John C. Smith and J. Coke Smith, Reg. L.S. in March, 1952, which plat is recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book "BB" at page 37.

It is mutually covenanted and agreed that these covenants and restrictions shall be construed as restrictions and not as conditions subsequent and shall run with the land and be binding on all parties thereto, their heirs and assigns, and upon all parties claiming under them until June 1, 1972, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by virtue of 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 situate in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him, her or them, from so doing by obtaining injunctive relief, 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 this tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any resident lot other than one detached, single family or two family dwelling. Dwellings are not to exceed two and one-half (2 1/2) stories in height or a private garage for not more than three (3) cars and such other outbuildings incidental to residential use of the lot.

(b) No building shall be located on any residential lot nearer the front line than Fifty (50) feet and nearer the side line or rear line than five (5) feet.

(c) No residential structure shall be located on any building lot which lot has an area of less than nine (9,000) thousand square feet, or a width of less than sixty (60) feet at the front building set-back line.

(d) No noxious, or offensive trade or activity shall be carried on on any lot nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

(e) No trailer, basement, tent, shack, garage, barn or other outbuildings erected in said 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.

(f) All sewerage disposal shall be by septic tanks meeting the approval of the State Board of Health until such time as municipal sewerage disposal is made available.

These restrictions are intended for the mutual advantage and protection of J. E. Williams and I. H. Philpot, as Trustees, the present owners of the entire subdivision known as Berea Realty Company property, their successors and assigns, and all parties acquiring title to any portion of said subdivision and shall be binding on the said J. E. Williams and I. H. Philpot, as Trustees, their successors & assigns, as to all other lots in said lots in said subdivision.

In the Presence of:

P. Neddy Monaghan
Beverly Brown

J. E. Williams
J. E. Williams, as Trustee

I. H. Philpot
I. H. Philpot, as Trustee