

RESTRICTIVE COVENANTS APPLICABLE
TO PROPERTY OF NORA ELLEN S. RHODES,
ET AL, SITUATE ON THE SOUTH SIDE OF
FAIRFIELD ROAD IN CANTT TOWNSHIP,
GREENVILLE COUNTY, SOUTH CAROLINA.

The undersigned Nora Ellen S. Rhodes, being the owner of an undivided one third interest (the remaining two thirds interest being owned by Charles A. Rhodes, Alice Rhodes and Joan Rhodes, my three children) in that property on the South side of Fairfield Road near the City of Greenville, S. C., being more particularly described in a deed from Thaddeus B. Reeves to C. P. Rhodes, dated September 27, 1924, recorded in the R. M. C. Office for Greenville County, S. C., in Book 300, at page 224, does hereby agree that the covenants and restrictions hereinafter set forth shall be binding on the undersigned and all parties and all persons claiming under them until January 1, 1980, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of any portion of the property it is agreed to change said covenants in whole or in part.

If the undersigned, or their successors and assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any portion of the property here referred to, 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 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. This property shall be known and described as residential property. No structures shall be erected, altered, placed or permitted to remain on any residential property other than one detached single family dwelling and a private garage for not more than three cars and servants' quarters per family.

B. No building shall be located nearer to Fairfield Road than 25 feet nor nearer than 10 feet to the property side line.

C. No residential structure shall be erected or placed on any portion of said property which has an area of less than 7,500 square feet or a width of less than 60 feet at the front building setback line.

D. No noxious or offensive trade or activity shall be carried on upon any portion of said property 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 on said property 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. This shall not be construed to prevent the owner of any portion of said property from erecting sheds, offices, or temporary buildings to house materials, machinery or equipment incidental to the construction of homes on said property.

F. No dwelling costing less than \$4,500.00 valued at present market shall be permitted on any portion of said property. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 570 square feet in the case of a one-story structure nor less than 570 square feet in the case of a one and one-half, two or two and one half story structures.