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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

) PROTECTIVE COVENANTS FOR
) MAGNOLIA ACRES
) A RESIDENTIAL SUBDIVISION
) NEAR GREENVILLE, S. C.

The protective covenants set forth herein shall apply to all of the lots (being Lots Nos. 1 through 72, both inclusive) shown on the plat of Magnolia Acres, made by Piedmont Engineering Service, dated February 1955, and recorded in the RMC Office for Greenville County, S. C. in Plat Book "GG" , page 133 . These covenants shall be binding on all parties hereto and all persons claiming under them until June 30, 1980, at which time said covenants shall automatically terminate unless by a vote of a majority of the then owners of the lots, it is agreed in writing to extend said covenants for such period of time as they may see fit.

If the parties hereto, or any of them, 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 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 any 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.

1. All lots in the tract shall be known and designated as residential lots. No residence shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single family dwelling, together with the garage and other outbuildings incidental to residential use of the plot. Dwellings are not to exceed two stories in height and a private garage for not more than three automobiles.

2. Before any building shall be erected, placed or altered on any building plot, sketches, permanent plans and specifications shall be submitted to a building committee for this development who will approve,

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or make recommendations with respect to the building conforming and harmonizing with the existing structures, or houses, having been approved and/or to be constructed. It shall be the duty of this committee to see that no building or buildings by its design shall devalue the surrounding property. The building committee shall consist of James R. Breazeale, Waco F. Childers, Jr., Joe H. Long and C. Douglas Wilson, or of a majority of them, or of 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 or location within thirty days after said plan and specifications have been submitted to it, or in any event, if no suit to enjoin the application of such building or the making of such authorizations have commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of said committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and all of its designated representatives shall cease on and after June 30, 1980. Thereafter the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record 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 said Committee.

3. No building shall be located nearer to the front lot line or nearer to the side street line than the building set-back lines shown on the recorded plat. No building or structure shall be located nearer to any side street line than 10% of the width of the lot on the building line. No building shall be located nearer than 10 feet to the rear lot line.

4. 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.

5. No trailer, basement, tent, shack, garage, barn or other

outbuilding erected on this tract shall at any time be used as a residence, temporarily or permanently, or shall any structure of a temporary character be used as such residence.

6. No dwelling having less than 1,300 square feet of first floor area, exclusive of porches, shall be erected on any lot in this subdivision.

7. Any and all sewerage disposal systems shall have the approval of the proper health authorities.

8. No lot shall be recut so as to face any direction other than as shown on the recorded plat thereof. No dwelling shall be erected or maintained on any lot reduced in size from that which is now shown on said plat.

These restrictions are hereby imposed by the undersigned who comprise all of the owners of Lots Nos. 1 through 72, both inclusive, as shown on the plat of Magnolia Acres above referred to.

This the 31st day of August, 1955.

IN THE PRESENCE OF:

Harry R. Stephenson, Jr.
Schaefer B. Kendrick

Waco F. Childers, Jr. (LS)
Joe H. Long (LS)
DOUGLAS WILSON REALTY CO. (LS)
By Douglas Wilson, Pres.

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PERSONALLY appeared before me Harry R. Stephenson, Jr. and made oath that he saw Waco F. Childers, Jr. and Joe H. Long sign, seal and as their act and deed deliver the foregoing instrument, and that he saw Douglas Wilson Realty Co., by C. Douglas Wilson, its duly authorized President, sign, seal and as the act and deed of said corporation deliver the foregoing instrument, and that he with Schaefer B. Kendrick witnessed the execution thereof.

SWORN TO before me this)
31st day of August, 1955)
Schaefer B. Kendrick (LS)
Notary Public for South Carolina)

Harry R. Stephenson, Jr.