

STATE OF SOUTH CAROLINA )  
 COUNTY OF GREENVILLE )  
 BUILDING RESTRICTIONS AND PROTECTIVE  
 COVENANTS APPLICABLE TO SECTION "B"  
 OF ELLETSON ACRES AS SHOWN ON PLAT  
 THEREOF RECORDED IN THE R.M.C. OFFICE  
 FOR GREENVILLE COUNTY IN PLAT BOOK QQ  
 AT PAGE 5.

The following restrictions and protective covenants are hereby imposed by the undersigned owners of all numbered lots in Section "B" of Elletson Acres as shown by plat thereof recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book QQ at Page 5. These covenants are to run with the land and shall be binding on all persons claiming under them until July 1, 1980, at 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. In determining the majority each owner shall have one vote.

If any person 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 for such violation. Invalidation of any one of the covenants by Judgment or Court Order shall in no wide affect any of the other provisions, which shall remain in full force and effect.

1. No numbered lot 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 a private garage for not more than two cars.

2. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans (including front, side and rear elevations), specifications (including construction materials), and plot plan showing the location of such building has 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 grade elevation by a committee of H. C. Gibson and Analane C. Gibson, or by a representative designated by the members of said committee. The undersigned property owners reserve the right to change or increase the membership of said committee at any time. 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 within thirty (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 buildings or the making of such alterations has been 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 member of such committee, nor its designed representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, or its designated representative, shall cease on and after July 1, 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 lines or nearer to the side street lines than the building set back lines shown on the recorded plat. In any event no building shall be located on any residential building plot nearer than 35 feet to the front lot line. No building except a detached garage or other outbuilding located 75 feet or more from the front lot line, shall be located nearer than 10 feet to any side lot line, or nearer than 25 feet to any rear lot line; and no detached garage or other outbuilding shall be located nearer than 5 feet to any side lot line.

4. No lot shall be recut so as to face in any direction other than as shown on the recorded plat; nor shall any lot be recut so as to contain an area less than it has now, as shown on said recorded plat, provided that a lot may be divided for the purpose of enlarging the size of its adjacent lots.

5. No dwelling shall be permitted on any lot if the ground floor of the main structure, exclusive of one-story open porches, breezeways and garages or car ports, is less than 1500 square feet for a one-story dwelling, or less than 1000 square feet for a dwelling of more than one story; provided further, however, that in the case of a dwelling of more than one story, the second story thereof shall have a minimum of 750 square feet.

6. No noxious or offensive trade or activity shall be conducted upon any lot, nor shall anything be done thereon which

(Continued on next page)

MAY 27 4 22 PM 1959

OLLIE F. WORTH  
 R.M.C.