

FILED
GREENVILLE CO. S. C.
MAY 25 3 14 PM 1995
PROTECTIVE COVENANTS
BRUSHY CREEK RIDGE
SCHEMIE S. TANKERSLEY
R.M.C.

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The undersigned, C. S. Willingham, being the owner of all lots in Brushy Creek Ridge Subdivision, as shown on the Plat recorded in the RMC Office of Greenville County, South Carolina, referred to above, does hereby agree that the covenants and restrictions hereinafter set forth shall be binding on all parties and on all persons claiming under them until January 1, 1995, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote 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 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 damages or other dues for such violation.

Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

1. No building shall be located on any residential building lot nearer than the building setback line as shown on the recorded plat.

2. No dwelling shall be constructed on any lot which dwelling has a minimum square footage, exclusive of porches and garages, of not less than 1,400 square feet for a one story residence and not less than 1,700 square feet, exclusive of porches and garages, for a two story residence, with not less than 1200 square feet on the ground floor.

3. No trailer, basement, tent, shack, garage, barn or other out-building erected on the tract shall at any time be used as a residence temporarily or permanently, or shall any structure of a temporary character be used as a residence.

4. No obnoxious or offensive trade or activity shall be carried on upon any of the property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. No livestock, cattle, swine, sheep, goats or other such animals of similar breed shall be permitted to be kept on any residential lot, likewise, no chickens, ducks, geese or other such fowl shall be permitted or kept on any residential lot.

6. This property shall be used only for single family residence and for no other purpose whatsoever.

7. No lot in the Subdivision shall be re-cut so as to face any other direction than as shown on the recorded plat and in addition thereto, IT IS EXPRESSLY UNDERSTOOD THAT LOTS NOS. 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 SHALL NOT BE PERMITTED TO HAVE DRIVEWAYS OR OTHER EXITS TO JONES ROAD AT THE REAR OF SAID LOTS, AND ALL DRIVEWAYS AND PASSAGEWAYS FOR INGRESS AND EGRESS FOR SAID LOTS SHALL BE FROM BRUSHY CREEK RIDGE ONLY, EXCEPT FOR LOT NO. 1, WHICH MAY ENTER FROM BRUSHY CREEK ROAD, IF DESIRED.

8. All sewerage disposal shall be by public sewerage as approved by the State Board of Health.

9. There is specifically reserved a sanitary sewer easement along the common boundry of Lots 7 and 8, which easement shall be 25 feet-- 12.5 feet along each lot boundry. There is also reserved a sanitary sewer easement along the common boundry of Lots 18 and 19, which easement is 20 feet -- 10 feet along each lot boundry. There is also reserved a 5 foot drainage and utility easement along all side lot lines and 10 feet inside all rear property lines as indicated on the plat of the subdivision referred to above.

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