

GREENVILLE CO. S.C.

APR 16 9 53 AM '49

STATE OF SOUTH CAROLINA ) Restrictive and Protective Covenants  
COUNTY OF GREENVILLE ) applicable to Buena Vista  
R.M.C.

The following Restrictive and Protective Covenants are imposed upon Buena Vista, a subdivision, as shown on a Plat recorded in Plat Book "W", page 11, R.M.C. Office for Greenville County, S.C. These covenants and restrictions are imposed, not only for the benefit of the grantors, but also for the benefit of each and every purchaser of any of the said property, their heirs and assigns. If the parties hereto, their heirs and assigns, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceeding at law or equity against the person or persons violating or attempting to violate any such covenant or restriction and either prevent him or them from so doing or to recover damage or other dues for such violation:

1. No buildings other than single family residences, except garage apartments or other small buildings used for domestic purposes solely, shall be built, erected, or moved upon said land, except Block "D" of said addition, where multiple family units may be constructed, and except Block "G", which may be used for business or commercial purposes.
2. The premises shall not be owned or occupied by Negroes or persons of Negro blood, provided that this shall not be construed to prevent the living upon the premises of any person who is employed for domestic purposes by the occupants of the dwelling on said lands.
3. No residence containing less than 850 square feet, exclusive of porches and garages, shall be built, erected or moved upon the premises. If not of masonry construction, all structures shall, before being occupied, be painted on the exterior with two coats of paint, nor shall any structure be occupied as a dwelling unless restriction number four, immediately following, has been complied with. This shall not be construed to mean that an apartment adjoining or above a garage may not be built at any time upon the rear one-third of the premises.
4. No outside toilet, or privy, shall be installed or maintained on the premises, and all plumbing shall be connected with a sanitary sewer or septic tank, which shall at all times be maintained in a proper sanitary condition.
5. No noxious, offensive, unlawful, or immoral use shall be made of the premises.
6. All covenants binding upon the purchaser or his successors, heirs and assigns, except the second covenant, which shall be perpetual, shall conclude and expire January 1, 1999, and all covenants on the part of the purchaser shall be binding upon the purchaser, his heirs, assigns, executors and administrators.

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.

In WITNESS WHEREOF, the undersigned Robert J. Edwards, individually and Robert J. Edwards, as committee for James M. Edwards, a person non compos mentis, owners of the above referred to property, does hereunto set his hand and seal this the 16th day of April, 1949.

Signed, sealed and delivered in the presence of:

A. E. Holton  
J. L. Love

Robert J. Edwards (SEAL)  
Robert J. Edwards (SEAL)  
As committee for James M. Edwards,  
a person non compos mentis.

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE ) SS.

Personally appeared before me A. E. Holton and made oath that he saw the within named Robert J. Edwards, and Robert J. Edwards, as Committee for James M. Edwards, sign, seal, and as his act and deed deliver the within written instrument, and that he with J. L. Love witnessed the execution thereof.

Sworn to before me this 16th day of )  
April A. D. 1949 )  
(Seal) J. L. Love ) A. E. Holton (SEAL)  
Notary Public

Recorded April 16th, 1949 at 9:59 A. M. #8838