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OLLIE FARNSWORTH
R.M.C.

PROTECTIVE COVENANTS APPLICABLE TO BIRDFIELD SUBDIVISION
PROPERTY OF GRACE W. FARIS
NEAR GREENVILLE, SOUTH CAROLINA

The following building restrictions and protective covenants are hereby imposed by Grace W. Faris, who is the owner of all lots in Birdfield Subdivision as shown on a plat thereof made by L. C. Godsey and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book GG, page 91. These covenants are to run with the land and shall be binding on all persons claiming under them until January 1, 1978, 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.

If the parties hereto, or any of them, or their heirs or assigns, 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 or other dues for such violation. Invalidation of any one of the 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. No 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 buildings with respect to topography and finished grade elevation by a committee composed of Grace W. Faris and Waco F. Childers, Jr., or by a representative designated by both of the members of said committee. The undersigned property owner reserves 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 members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, or of its designated representative, shall cease on and after January 1, 1978. 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 lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 25 feet to the front line. No building, except a detached garage or other outbuildings 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.

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 now has, as shown on said recorded plat, unless such recutting is done for the purpose of enlarging the size of the adjacent lots.

5. No dwelling shall be permitted on any lot with the ground floor

For termination of Protective Covenants see Final Order 1980 Case 156