

except that the premises shall be left in as good condition as before.

(6) No surface closet shall ever be used on any portion of said properties, but only septic tanks and other sanitary sewers; and all owners and occupants of all, or any portion of said properties, shall be governed by such reasonable sanitary rules and regulations as may be adopted from time to time by a majority of the owners of the property, or portions thereof, at the time of the adoption thereof.

(7) The front building lines as shown on said plat of "Leawood" shall be adhered to; that is, no front building shall be erected on any lot facing on Paris Mountain Road nor Furman-Hall Road nearer than 45 feet to, nor further than 55 feet from, the present front lot line as shown on said plat of "Leawood", nor on Sylvania Avenue or Edgewood Avenue nearer than 30 feet to, nor further than 40 feet from, the present front lot line, as shown on said plat of "Leawood"; nor shall any building be erected on any lot shown on said plat of "Leawood" nearer than 5 feet to any side lot line. The side line restriction shall not apply to any garage located on the rear one-quarter of the lot, except that on corner lots no structure shall be erected within 10 feet of the side street line of any lot shown on said plat of "Leawood".

Provided, however, that nothing herein contained shall be construed to prevent the use of any portion of this property for agricultural purposes, nor to prevent continued use and maintenance of the buildings and structures now located thereon.

It is further mutually covenanted and agreed that these covenants and restrictions shall be construed as restrictions, and not as conditions subsequent, and shall run with the land and be binding on all of the parties hereto, their successors, Heirs and assigns, and upon all parties claiming under them, until January 1, 1963, at which time said covenants and restrictions shall terminate, unless all, or any of them, are extended for additional periods of time by appropriate provisions; and provided further, that any such extensions shall not affect creditors or purchasers in good faith without notice, unless duly recorded.

It is further mutually covenanted and agreed that if the parties hereto, or any of them, or their successors, Heirs or assigns, shall violate, or attempt to violate, any of the covenants or restrictions stated herein before January 1, 1963, it shall be lawful for, and it is the intention of these presents, to give any other party owning any portion of the properties herein described the right to prosecute any proceeding at law or in equity against the party violating, or attempting to violate, any such covenant or restriction, and either to prevent such party from doing so, or to recover damages against such party for such violation.

It is further mutually agreed that the invalidation of any one of these covenants or restrictions by a judgment or court order shall not in anywise affect any of the other provisions, which shall remain in full force and effect.

These covenants and restrictions are intended for the mutual advantage and protection of ourselves, our successors, and assigns, and of all parties acquiring title to any portions of the properties herein described, and shall bind ourselves, our Heirs, Executors, Administrators, Successors, and Assigns. \*

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals, in triplicate, this the 20th day of May, A. D. 1938.

Signed, sealed and delivered in the presence of:

Kitty Browne

Ben C. Thornton

C. M. Gaffney (L. S.)

C. M. Gaffney, as Trustee

Mary F. Goldsmith (L. S.)

Mary F. Goldsmith

GREENVILLE INVESTMENT COMPANY,

a corporation,

BY: H. J. Haynsworth,

H. J. Haynsworth, President and Treasurer.

State of South Carolina,  
County of Greenville.

Personally appeared before me Kitty Browne, who, upon being first duly sworn, says: That she saw the within named C. M. Gaffney, as Trustee, Mary F. Goldsmith, and Greenville Investment Company, a corporation, by H. J. Haynsworth, its President and Treasurer, sign, seal, and as their act and deed deliver the within written instrument for the uses and purposes therein mentioned, and that she with Ben C. Thornton witnessed the execution thereof.

Sworn to and subscribed before me this the 20th day of May, A. D., 1938.

Ben C. Thornton (SEAL)

Notary Public for State of S. C.

Kitty Browne.

Recorded this the 11th day of June, 1938 at 11:45 A. M. #7284 BY: E. G.