

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE.

WHEREAS, Melville Westervelt, Nade W. Calmes and Sara C. Westervelt are the owners of subdivision situate on the East side of Melville Avenue, near the City of Greenville, South Carolina, which includes Lots Nos. 5 to 14, inclusive, according to plat thereof prepared by Dalton & Neves, March, 1938, and have agreed to place certain building restrictions on said lots hereinafter set out, and agree to open Melville Avenue to the property line of Alfarata Calhoun and to dedicate same to Greenville County as a permanent street for the benefit and use of the Alfarata Calhoun property, as well as their own; and

WHEREAS, Alfarata Calhoun is the owner of a certain tract of land containing 4.6 acres, more or less, on the West side of Melville Avenue, which has been cut into building lots, described in the aggregate as follows:-

BEGINNING at an iron pin on Augusta Road, corner of Mrs. J. O. Lewis' property, and running thence with Augusta Road S. 46-30 E. two hundred and fifteen (215) feet, more or less, to iron pin west of intersection of Melville Avenue and Augusta Road; thence with property line of Mrs. Melville Westervelt, et al, with the west side of Melville Avenue S. 17-47 W. nine hundred and ninety-two (992) feet, more or less, to an iron pin, intersection of Mrs. J. O. Lewis' property; thence along line of Mrs. J. O. Lewis' property, N. 6-07 W. six hundred seventy-seven (677) feet, more or less, to an iron pin, corner of Mrs. J. O. Lewis' property; thence with line of Mrs. J. O. Lewis' property four hundred seventy-five (475) feet, more or less, to the beginning corner, being the home place of Judy Nesbitt; said place having been conveyed to her by Albert Nesbitt, her husband, on October 14, 1890, said deed being recorded in R. M. C. Office for Greenville County, in Deed Book BBB, page 577.

X NOW, THEREFORE, WE, THE UNDERSIGNED, Alfarata Calhoun, Sarah Calhoun and Peter Calhoun in consideration of the agreement on the part of Melville Westervelt, Nade W. Calmes and Sara C. Westervelt and the sum of One Dollar (\$1.00) to us in hand paid, the receipt whereof is hereby acknowledged, hereby agree to deed five feet of the frontage on Melville Avenue to the County of Greenville as a permanent sidewalk and further agree to encumber the property hereinabove described with the following covenants and building restrictions, to-wit:

(1) The property of both of the above described tracts (with the exception of a frontage on the Augusta Road of 214 feet which described area Alfarata Calhoun may sell for business purposes) shall be known and described as residential lots and each lot to have a frontage of not less than 60 feet; and no structure shall be erected on any residential building lot other than one detached single family dwelling not to exceed two stories in height with one or two car garage.

(2) No lots in either of said subdivisions shall be sold, rented, or otherwise disposed of to any person having any percentage of negro blood; and no race or nationality other than American, white, shall use or occupy any building or any lot in either of said subdivisions except that this covenant shall not prevent the occupancy of domestic servants of any different race or nationality employed by an owner or tenant; and this covenant shall not prevent Alfarata Calhoun and her family from occupying the lot on which is situate the house in which they now live fronting on Augusta Road.

(3) No building shall be erected on any residential building lot nearer than twenty-five (25) feet to the front lot line, nor nearer than ten (10) feet to any side lot line. The side line restriction shall not apply to any garage located on the rear one-quarter of a lot.

(4) No residential lot shall be resubdivided into building lots having less than ten thousand (10,000) square feet of area.

(5) No noxious, or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(6) No trailer, basement, tent, shack, garage, barn or other outbuildings erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

(7) These covenants and restrictions are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1962, at which time said covenants and restrictions shall terminate. (however, the covenants and restrictions herein contained, or any portion thereof, may be extended for additional periods of time by making appropriate provisions therefor.)

(8) If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 1962, it shall be lawful for any other person or persons owning any other lots 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 or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation.

(9) Invalidity 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.