

TITLE TO REAL ESTATE

building line.

E. No noxious or offensive trade or activity 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.

F. No persons of any race other than the Caucasian shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

G. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

H. No dwelling costing less than \$1,250.00 shall be permitted on any of the lots or plots represented on said plat. The ground floor area of the main structure, exclusive of the one-story open porches and parages, shall not be less than 624 square feet nor less than 500 square feet in the case of a one and one-half or more story structure.

I. An easement is reserved over the rear 5 feet of each lot for utilities installation and maintenance.

J. It is further provided that all sewage disposal shall be by septic tanks, meeting approval of State Board of Health, until such time as municipal sewage is made available.

K. These covenants are to run with the land and shall be binding on all parties and persons claiming under them until January 1, 1965, at which time said covenants shall automatically be extended for successive periods of 10 years, unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

L. The restrictions herein apply to all lots included in Block L, Block O, and Block P, according to said plat, except lots Nos. 1 and 23 in Block L, lot No. 17 in Block O, and lot No. 9 in Block P, same having been sold, or contract made for the sale, prior to the execution of this instrument, and for that reason the restrictions do not bind the said four lots.

M. 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 sub-division 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 doing so, or to recover damages or other dues for such violation.

N. Invalidation of any 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.

August 16, 1940.

Witnesses:

Mary Seyle

Laura Virginia Inman

Henry K. Townes

State of South Carolina,

County of Greenville.

Personally appeared before me Laura Virginia Inman, and made oath that she saw the within named Henry K. Townes sign, seal and, as his act and deed, deliver the within written deed for the uses and purposes herein mentioned, and that she with Mary Seyle witnessed the execution thereof.

Sworn to before me this 19th day of August, 1940.

Laura Virginia Inman

Mary Seyle (L. S.)

Notary Public for S. C.

Recorded August 20, 1940 at 12:35 P. M. #11857 BY: E.G.