

TITLE TO REAL ESTATE

State of South Carolina,
County of Greenville.

Restrictive Covenants.

The following protective and restrictive covenants are hereby imposed on all the lots as shown on a plat of property of Victor-Monaghan Company made by R. E. Dalton, Engineer, October, 1941, which plat is recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book M, at page 39.

(1) No portion thereof shall be used for any purposes other than single family residences for which persons only, except as servants of occupants, and shall never be sold, rented or otherwise disposed of to any person other than an American of the White or Caucasian race, or be used in any manner which may render neighboring property less desirable for residential purposes.

(2) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any of said property shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted, nor shall any part of said property be used as a tourist or trailer camp.

(3) Not more than one dwelling shall be erected on any lot shown on said plat (Provided, however, this prohibition shall not prevent the erection of servants' quarters appurtenant to the dwelling); nor shall any lot or lots shown on said plat be re-cut or sub-divided and the facing of the lots shown on said plat shall be adhered to.

(4) No residence shall be erected on any lot which shall cost, excluding the lot, less than \$1800.00.

(5) Victor-Monaghan Company, owner of the properties shown on the plat above referred to reserves to itself, its successors and assigns, the right to place or authorize the placing of gas, water and sewer pipes, telephone, telegraph, light and power lines, and any other instrument of public utility over or under any street, avenue, road, alley or park at any time without compensation to any lot owner, 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.

(7) No building shall be erected nearer than 35 feet to the front line of the street upon which said lot faces or closer than five feet to any side lot line.

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.

These restrictions are intended for the mutual advantage and protection of Victor-Monaghan Company, the present owner of the entire sub-division shown on the above plat, its successors and assigns, and all parties acquiring title to any portion of said sub-division and shall be binding on Victor-Monaghan Company, its successors and assigns as to all the lots in said sub-division.

If Victor-Monaghan Company, or any of its successors or assigns shall violate or attempt to violate any of the restrictions contained 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 property herein described the right to prosecute any proceeding at law or in equity against the party violating or attempting to violate any such restriction to restrain such violation or attempted violation, or to recover damages resulting from such violation.

The invalidation of any one of these restrictions by a judgment or court order shall not in anywise affect any of the other provisions, all of which not so declared invalid shall remain in full force and effect.

In Witness whereof, the said Victor-Monaghan Company has caused this instrument to be executed by its duly authorized officers and its corporate seal hereunto affixed this 20th day of February, 1942.

Signed, sealed and delivered
in the presence of:

Hugh W. Anderson
Helen Lee Cooper

VICTOR-MONAGHAN COMPANY (L. S.)
BY: R. E. Henry
President.
AND: Herbert Lindsay
Secretary.

State of South Carolina,
County of Greenville.

Personally appeared before me Hugh W. Anderson and made oath that he saw R. E. Henry as President, and Herbert Lindsay as Secretary of Victor-Monaghan Company, sign, seal with its corporate seal and as the act and deed of said corporation deliver the within written instrument, and that he, with Helen Lee Cooper witnessed the execution thereof.

Sworn to before me this 20th day of February, 1942.

Hugh W. Anderson

B. O. Woodward (L.S.)
Notary Public for South Carolina.

Recorded March 12th, 1942 at 12:20 P. M. #3111 BY: [unclear]