

The State of South Carolina,  
County of Greenville.

In order to meet the requirements of the Federal Housing Administration, we, the undersigned owners of the hereinafter described property do hereby place the hereinafter enumerated restrictions on said property, for the benefit of those buying the same or any part thereof, and agree that all property sold within said arear shall be subject to said restrictions.

KNOW ALL MEN BY THESE PRESENTS, THAT WE, Willie Hayne Perry, Ben F. Perry, Hext M. Perry, individually and as trustee, Elizabeth P. Collins, James Y. Perry and Beattie Perry Young, in the State aforesaid, in consideration of the sum of one dollar, and the mutual benefits arising therefrom to parties hereto to us in hand paid at and before the sealing of these presents by Hext M. Perry, (the receipt whereof is hereby acknowledged) have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Hext M. Perry lot 82 on Blue Ridge Drive hereinafter more particularly described, and do hereby restrict the hereinafter described property and agree that the same shall be sold with the following restrictions which shall constitute a part of the consideration of any sale thereof in order that the same shall comply with the requirements of the Federal Housing Administration, to-wit:

All that property on the New Buncombe Road for a distance of one thousand (1,000) feet from Rogers Avenue at its intersection with said road;

All property on Rogers Avenue from Belmont Avenue to the New Buncombe Road;

All property on Blue Ridge Drive from Belmont Avenue to the Perry Road.

1. All lots shall be used for residential purposes only.
2. No building shall be erected on any residential building plot nearer than twenty-five feet to, nor farther than forty-five (45) feet from the front lot line, nor nearer than five (5) feet to any side lot line. The side line restriction shall not apply to a garage located on the rear one-quarter of a lot, except that on corner lots. No structure shall be permitted nearer than (10) feet to the side street line.

3. No residential lot shall be sub-divided into building plots having less than 6,000 square feet or a rear width of less than fifty (50) feet each, nor shall any building be erected on any residential building plot having an arear of less than six hundred (600) square feet of floor space.

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

5. No lot shall be sold to any person of African descent.

6. 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 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 person or persons owning any other lot or lots in the 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. Invalidation 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.

Said lot eighty-two (82) on Blue Ridge Drive in that section known as Sans Souci, herein conveyed to Hext M. Perry, having the following lines and courses, to-wit:

Beginning at an iron pin on the northern edge of a six foot sidewalk running along Blue Ridge Drive, at the eastern corner of the lot recently sold to James E. Shedd, and running thence along the sidewalk on Blue Ridge Drive, N. 87-35 E. sixty (60) feet to an iron pin; thence N. 5-50 W. one hundred and fifty-four (154) feet, more or less, to an iron pin on the rear line of lot numbered thirty (30) facing Rogers Avenue; thence along the rear line of lots 30 and 29, sixty (60) feet to the rear corner of Shedd lot; thence along the line of Shedd lot S. 5-50 E. one hundred and fifty-four (154) feet to an iron pin, the beginning corner.

And shall be subject to the above restrictions.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

To have and to hold all and singular the premises before mentioned unto the said Hext M. Perry, his heirs and assigns forever.