

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA,

Greenville County

KNOW ALL MEN BY THESE PRESENTS, That I, Romaine Barnes

in the State aforesaid

in consideration of the sum of Six hundred & no/100

DOLLARS,

to me paid by Nadine Johnson Latham

in the State aforesaid, (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 Nadine Johnson Latham

those pieces, parcels or lots All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina.

known and designated as Lots Nos. 56 and 57 of Eastlake as shown on plat made by Dalton & Neves, Engineers, June 1928, recorded in the R. M. C. Office for Greenville County in Plat Book G, Page 229, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the Eastern side of West Circle Avenue, joint Western corner of Lots Nos. 55 and 56, and running thence with West Circle Avenue S. 37-20 E. 120 feet to an iron pin, joint Western corner of Lots Nos. 57 and 58; thence along the dividing line of said lots N. 52-40 E. 227.2 feet to an iron pin, joint corner of Lots Nos. 57, 58, 34 and 35; thence along the rear line of Lots Nos. 56 and 57 N. 45-10 W. 121.12 feet to an iron pin, joint corner of Lots Nos. 55, 56, 36 and 37; thence along the dividing line of Lots Nos. 55 and 56 S. 52-40 W. 210.9 feet to the point of beginning.

The above described lots are subject to the following protective covenants for Eastlake Subdivision:

1. All lots in the tract shall be known and described as Residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot in Eastlake Subidivision other than one detached single family dwelling not to exceed two and one-half stores in height and a private garage for not more than two cars and servant's quarters.

2. No building shall be located on any residential building plot, in Eastlake nearer than thirty-five feet to the front lot line. No building shall be located nearer than 5 feet to any side lot line.

3. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 8,000 square feet or a width of less than 60 feet at the front building set back line.

4. 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 any annoyance or nuisance to the neighborhood.

5. 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.

6. No dwelling costing less than \$3,000 shall be permitted on any lot fronting on West Circle Avenue. The ground floor area of the main structure, exclusive of one-story porches, and garages, shall be not less than 800 square feet in the case of a one-story structure not less than 600 square feet in the case of a one and one-half, two, or two and one-half story structure.

7. No dwelling costing less than \$2,000 shall be permitted on any lot fronting on East Circle Avenue. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 750 square feet in the case of a one-story structure nor less than 600 square feet in the case of a one and one-half, two, or two and one-half story structure.

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

9. No lot in this subdivision shall be sold, leased or rented in any manner to any person wholly or partially of African descent, except that this covenant shall not prevent occupancy of domestic servants of African descent domiciled with an owner or Lessee.

10. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1966, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

11. 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 subdivision 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 so doing or to recover damages or other dues for such violation, and

12. Invalidatation 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.

For Release to this deed see Page 379 in Deed Book 230.