

TITLE TO REAL ESTATE

46782 PROVENCE-J. HARRIS CO.-GREENVILLE

State of South Carolina,
County of Greenville.

Restrictive Covenants

Whereas, C. F. Putman, the owner of Farr Estates on both sides of the Cedar Land Road as shown by plats hereinafter referred to is desirous of protecting all tracts or lots for the benefit of future home owners, the plats of said property being recorded in the R. M. C. Office for Greenville County as follows:

Original Plat made by Dalton & Neves, July 1941, recorded in the Greenville County, R. M. C. Office in Plat Book M, page 19 on September 19, 1941.

First Revised Plat made by W. J. Riddle, Surveyor, October 1941, recorded in the Greenville County, R. M. C. Office in Plat Book M, page 131 on October 28, 1941;

Second Revised Plat made by W. J. Riddle, Surveyor, September 1942, recorded in the Greenville County R. M. C. Office in Plat Book N page 50 on February 24th, 1943.

Whereas, the said tract of land is not at this time restricted with the exception of the lots shown on the original plat above referred to, and it is to the best interest of future purchasers of the lots shown by said two revised plats that the lots and properties thereon shown by restricted as hereinafter set forth.

Now therefore, in consideration of the mutual advantages which will accrue to both me and future purchasers, it is hereby covenanted and agreed that the said tract of land shall be subject to the following restrictions or protective covenants; Recorded in Deed Book 238 page 275 and Deed Book _____, page _____ in the R. M. C. Office for Greenville County;

1. All such lots shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed two and one half stories in height and a private garage for not more than three cars, and other out buildings incidental to residential use of the plot.

2. No building shall be located on any residential building plot nearer than 30 feet to the front lot line nor nearer than 15 feet to any side street line. No building except a garage or other out building located 60 feet or more from the front lot line shall be located nearer than 15 feet from 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 25,000 square feet, nor a width of less than 100 feet at the front building 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 an annoyance or nuisance to the neighborhood.

5. No persons of any race other than the American white race 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.

6. No dwelling costing less than \$1800.00 shall be permitted on any of said lots. The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 600 square feet in the case of a one story structure nor less than 400 square feet in the case of a one and one half or two and one half story structure.

7. 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.

8. All sewage disposal shall be by septic tank, meeting the approval of the State Board of Health until such time as municipal sewerage is made available.

9. These covenants are to run with the land and as a part of the general plan of development and shall be binding on all parties hereto, their heirs and assigns, and all persons claiming under them until January 1, 1966.

10. If these parties hereto or any of them, or the 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 so doing or to recover damage or other dues for such violation.

11. 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.

IN WITNESS WHEREOF, the party hereto has hereunto affixed his hand and seal this First day of March, 1943.

Witnesses:

W. B. McGowan
Helen H. Owens.

C. F. Putman (SEAL)