

TITLE TO REAL ESTATE

77230 - PROTECTIVE COVENANTS - RESIDENTIAL

OUTLINE OF PROTECTIVE COVENANTS APPLICABLE TO ANDERSON STREET HIGHLANDS, AND RECORDED.

Property is located on Anderson Road near Greenville, S. C. in Greenville County of the State of South Carolina, shown on plat by Dalton & Neves dated 1939 and recorded in RMC Office Vol. J, page 157. ✓

A. All lots in the tract shall be known and described as "Residential Lots", except those fronting on Anderson Road numbered "one to seven" inclusive. No structures shall be erected, altered placed or permitted to remain on any residential building plot other than one family dwelling.

Dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars and servants quarters.

B. No building shall be erected, placed, or altered on any building plot in this subdivision until the external design and location thereof have been approved in writing by the neighborhood committee which shall be appointed or elected by the owner or owners of a majority of the lots which are subject to the covenants herein set forth: Provided, however, that if such committee fails to approve or disapprove such design and location within thirty days after such plans have been submitted to it or if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required.

C. No building shall be located on any residential building plot nearer than 35 feet to the front line, nor nearer than 5 feet to any side street line. No building shall be located nearer than 5 feet to any side lot line. ✓

D. No residential structure shall be erected or placed on any plot, which plot has an area of less than 7500 square feet or a width of less than 50 feet front at the set back 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 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. ✓

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 \$1250.00 shall be permitted on East King Street. No dwelling costing less than \$1750.00 shall be permitted on Anderson Road or East Welborn Street. 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.

I. An easement is reserved over the rear five feet of each lot for utility installation and maintenance. ✓

J. 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 ten 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.

K. 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 doing so or to recover damages or other dues for such violation.

L. Invalidation of any one of these covenants by judgement or court order shall in not wise affect any of the other provisions which shall remain in full force and effect.

M.

Dated Feb. 13, 1940

Witnesses: Nellie M. Smith

Ollie Farnsworth

State of South Carolina,

County of Greenville.

Personally appeared before me Nellie M. Smith and made oath that he saw the within named David B. Traxler sign, seal and as his act and deed, deliver the within instrument, and that he with Ollie Farnsworth witnessed the execution thereof.

Sworn to before me, this 13th day of February, A. D. 1940.

Ollie Farnsworth (SEAL)

Notary Public S. C.

David B. Traxler. ✓

Nellie M. Smith