

TITLE TO REAL ESTATE

PROTECTIVE COVENANTS FOR EASTLAKE SUBDIVISION.

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

The following protective covenants are hereby imposed on all lots in the property hereinafter described in Paragraph "A". These covenants are imposed not only for the benefit of the grantor, but also for the benefit of each and every purchaser of any of the aforesaid lots, and their heirs and assigns.

A. This property is located on the old Spartanburg Road, near the City of Greenville, Greenville County, South Carolina, as shown on a map of Eastlake made by Dalton & Neves, Engineers, dated June 1928, and recorded in the R. M. C. Office for Greenville County in Plat Book "G", at page 229.

B. 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 Subdivision 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 two cars and servant's quarters.

C. No building shall be located on any residential building plot in Eastlake nearer than thirty-five feet to the front lot line. No ^{residence} building shall be located nearer than 5 feet to any side lot line. But this shall not be construed to mean a garage behind the residence. O.K. Romaine Barnes

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 8000 square feet or a width of less than 60 feet at the front building setback 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 any annoyance or nuisance to the neighborhood.

F. 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.

G. 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.

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.

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

I. 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.

J. 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.

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

L. 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 I have hereunto set my hand and seal this 7th day of April, 1941.

Ruth Boyer
Mabel G. Lynn
State of South Carolina,
County of Greenville.

Romaine Barnes

Personally appeared before me Ruth Boyer and made oath that she saw the within named Romaine Barnes sign, seal and as his act and deed deliver the within written instrument, and that she with Mabel G. Lynn witnessed the execution thereof.

Sworn to before me this 7th day of April, 1941.

Ruth Boyer

Mabel G. Lynn

Notary Public for South Carolina.