

## TITLE TO REAL ESTATE

STANDARD CONTRACT - GREENVILLE

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE.

## COVENANTS OF USE OF LAND.

Whereas, C. M. Gaffney, as Trustee, is the owner of a certain tract of land on the southeastern side of Paris Mountain Road, near the City of Greenville, in the County and State aforesaid, shown as Lot "B" on a plat recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book "A" at page 494, more specifically described in the deed of Annie F. Zimmele, et al. to C. M. Gaffney, as Trustee, dated November 30, 1937, recorded in the R. M. C. Office for Greenville County in Book of Deeds "201" at page 97, which has since been replatted and subdivided as shown on plat to be recorded, and known as "Leawood"; and

Whereas, a new road or street 40 feet wide has recently been opened extending from the Paris Mountain Road to the Furman-Hall Road, along the line between said Lot "B", the property of C. M. Gaffney, as Trustee, above referred to, and Lot "C", the property of Mary F. Goldsmith which adjoins said Lot "B" on the southwest, the center line of said new road or street being the dividing line between said Lot "B" and Lot "C", as shown on said plat recorded in Plat Book "A", at page 494; and

Whereas, Mary F. Goldsmith is the owner of property adjoining said new road or street on the southwest, including the following:-

Beginning at the southeast corner of said new road or street and the Paris Mountain Road (being 20 feet southwest of the western joint corner of Lots "B" and "C", as shown on said plat recorded in Plat BOOK "A", at page 494), and running thence with the Paris Mountain Road in a southwesterly direction 450 feet; thence S.  $57\frac{1}{2}$  E. 200 feet; thence in a northeasterly direction parallel to the Paris Mountain Road 250 feet; thence along a line parallel to and 200 feet distant from the southwestern side of said new road or street S.  $57\frac{1}{2}$  E. approximately 1400 feet to Furman-Hall Road; thence with the western side of said Furman-Hall Road N.  $27\frac{1}{2}$  E. 200 feet to said new road or street; thence with the southwest side of said new road or street N.  $57\frac{1}{2}$  W. 1710 feet to Paris Mountain Road (to which specifically described boundary the restrictions hereinafter stated are limited);

and

Whereas, Greenville Investment Company, a corporation, is the owner of property on the northwestern side of Paris Mountain Road across said Road from the property of C. M. Gaffney, as Trustee, above described and adjoining property of Nell Green Ward, including a frontage of 800 feet on Paris Mountain Road with a depth of 200 feet (to which frontage and depth the restrictions hereinafter stated are limited); and

Whereas, all of said parties desire to develop and improve their respective properties, and for the mutual benefit of themselves, their successors, Heirs and assigns, and of their respective properties, have agreed that their respective ownership, use and occupation shall be subject to certain restrictions set out herein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that we, C. M. Gaffney, as Trustee, Mary F. Goldsmith, and Greenville Investment Company, a corporation, for and in consideration of the covenants each to the other, and in consideration of the mutual benefits accruing, or to accrue, to ourselves, our Successors, Heirs and Assigns, and to our respective properties, hereby covenant and agree that the ownership, use and occupation of the respective properties hereinabove described as a whole, and as to every portion thereof, if subdivided, shall be subject to the following restrictions:

(1) No portion thereof shall be used for any purpose other than single family residences for white persons only, except as to servants of occupants, and shall never be sold, rented, or otherwise disposed of to any person other than an American of the White or Caucasian race, or be used in any manner which may render neighboring property less desirable for residential purposes.

(2) No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on any of said property shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted, nor shall any part of said property be used as a tourist or trailer camp.

(3) Not more than one dwelling house shall be erected on any lot shown on said plat of "Leawood", (provided, however, this prohibition shall not prevent the erection of servant's quarters appurtenant to the dwelling); nor shall any lot or lots shown on said plat of "Leawood" be recut or subdivided, and the facing of the lots shown on said plat of "Leaswood" shall be adhered to.

(4) No residence shall be erected on any lot fronting on Paris Mountain Road which costs, excluding the lot, less than \$3,000.00, nor on Edgewood Avenue and Sylvania Avenue which costs, excluding the lot, less than \$2,500.00, nor on Furman Hall Road, or any road, street or avenue which may be hereafter opened through any of said property which costs, excluding the lot, less than \$2,000.00.

(5) The respective owners of the properties hereinabove described reserve to themselves and their and its successors and assigns, the right to place gas, water and sewer pipes, telephone, telegraph, light and power lines, and any other instrument of public utility over or under any street, avenue, road, alley, or park at any time without compensation to any lot owner,