

## TITLE TO REAL ESTATE

State of South Carolina,  
County of Greenville.

This Agreement, made and entered into this 26th day of April, 1940, by and between Noland Meyers, Lillie M. Meyers and Betty O. Willimon;

W I T N E S S E T H:

Whereas, the said Noland Meyers and Lillie M. Meyers have heretofore conveyed to the said Betty O. Willimon a parcel of land known and designated as lot No. 10 upon a plat of Sunset Hills made by W. J. Riddle, Surveyor, said lot fronting 100 feet on Manos Street and 180 feet on Sunset Drive; and,

Whereas, the said deed conveyed a title in fee simple absolute and contained no restrictions whatever as to use; and,

Whereas, all of the parties hereto have agreed that it would be to their best interests that said lot be restricted and that the same restrictions should apply to lots numbered 1 through 11, both inclusive, on said plat, said area having the following metes and bounds, to-wit:

Beginning at an iron pin on Manos Street at the corner of property of Meyers and running thence N. 29-00 W. 180 feet; thence S. 68-25 W. 20 feet; thence S. 70-55 W. 375.7 feet; thence S. 38-09 E. 220.8 feet; thence N. 66-00 E. 353 feet to the beginning corner.

Also that tract of land beginning at an iron pin on the Southwest corner of the intersection of Manos Street and Sunset Drive and running thence S. 68-25 W. 185 feet; thence S. 66-00 W. 343 feet; thence S. 38-09 E. 185 feet; thence N. 66-00 E. 313 feet; thence N. 68-25 E. 180 feet; thence N. 29-00 W. 180 feet to the beginning corner.

Also that tract of land beginning at a stake on Sunset Drive corner of Earle property and running thence S. 29-00 E. 185.5 feet along Sunset Drive; thence N. 76-44 E. 29.5 feet; thence N. 96-35 E. 75.1 feet; thence N. 29-00 W. 210.7 feet; thence S. 68-38 W. 97 feet to the beginning corner.

In consideration of the mutual advantages which will accrue to the parties hereto, it is hereby understood and agreed that all of said property shall be subject to the following restrictions or protective covenants:

1. All lots in that tract hereinabove described 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 outbuildings incidental to residential use of the plot.

2. No building shall be located on any residential building plot nearer than 40 feet to the front lot line, nor nearer than 15 feet to any side street line; except that on lots No. 10 and 11, no building shall be built nearer than 20 feet of Sunset Drive. No building, except a garage or other outbuilding located 100 feet or more from the front lot line, shall be located nearer than 10 feet to any side lot line. No residence or attached appurtenance shall be erected on any lot farther than 65 feet from the front lot line.

3. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 10,800 square feet nor a width of less than 60 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 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.

7. No dwelling costing less than Five Thousand (\$5000.00) Dollars shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1000 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 five feet of each lot for utility installation and maintenance.

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

10. 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