

## TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE.

THIS AGREEMENT, made and entered into this 21st day of September 1940, by and between James H. Johnson and Elizabeth J. McClenaghan:

Witnesseth:

Whereas, the said James H. Johnson and Elizabeth J. McClenaghan are the owners of a parcel of land known as Franklin Heights, located on the North side of Franklin Road near the City of Greenville, South Carolina, divided into thirty-five (35) lots as will appear from a plat of same made by Dalton and Neves, dated June 1940; and, *nos 1/9*

Whereas, said lots are not at this time subject to any restrictions whatever as to use and the parties hereto have agreed that it would be to their best interests that said lots be restricted.

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

1. All lots in the 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 out-buildings incidental to residential use of the plot.

2. No building shall be located on lots 1 through 12 facing on the Franklin Road nearer than 35 feet to the front lot line or nearer than 15 feet to any side street line. No building shall be located on lot 13 through 35 nearer than 25 feet to the front lot line. No building except a garage or other outbuilding located 75 feet or more from the front lot line shall be located nearer than 5 feet to 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 7,500 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 Twenty-five Hundred (\$2500.00) Dollars shall be permitted on any of the lots numbered 1 through 12, both inclusive. No dwelling costing less than Eighteen Hundred (\$1800.00) Dollars shall be permitted on any of the lots numbered 13 through 35, both inclusive. 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 500 square feet in a 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 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.

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.

The parties hereto do hereby further agree that each deed conveying any part of this subdivision shall contain these restrictions or protective covenants by reference to the book and page number of the record of this Agreement in the Register of Mesne and Conveyance Office for Greenville County, South Carolina.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals this year and day first above written.

J.H.J.  
E.J.McC