

## TITLE TO REAL ESTATE

## PROTECTIVE COVENANTS

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

Whereas the lots of Pride and Patton Land Company in West View Heights have only deed restrictions which are deemed inadequate, and since practically all of the lots that have been sold have been built approximately twenty (20) feet from the street line and it is the desire of the owner to adequately protect the property for themselves and future purchasers:

NOW, THEREFORE, in consideration of the mutual advantages to the grantor, Pride and Patton Land Company, and all future grantees that will accrue to said parties hereto, it is hereby covenanted and agreed that all of the lots except those already sold in this subdivision shall be subject to the following restrictions or protective covenants:

1: All such lots shall be known and described as residential lots. No structure shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling or a duplex dwelling not to exceed two and one-half (2½) stories in height and a private garage for not more than three (3) cars and other outbuildings incidental to residential use of the plot.

2: No building shall be located on any residential building plot nearer than twenty-five (25) feet to the front lot line, nor nearer than five (5) feet to any side street line. No building, except a garage or other outbuilding, located on rear one-fourth (¼) of lot, shall be located nearer than five (5) feet to any side lot line.

3: No single-family residential structure shall be erected or placed on any building plot, which plot has an area of less than five thousand (5,000) square feet nor a width of less than fifty (50) feet at the front building line, and in the case of a duplex building, the minimum width of lot shall be sixty (60) feet and the area six thousand (6,000) square feet.

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 any annoyance or nuisance to the neighborhood.

5: No persons of any race other than the 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 Eighteen Hundred (\$1800.00) Dollars shall be permitted on any of said lots. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than six hundred (600) square feet in the case of a one-story structure, nor less than four hundred (400) square feet in the case of a one and one-half, two, or two and one-half story structure, and in case of a duplex building the minimum cost permitted shall be Twenty-Eight Hundred (\$2800.00) Dollars, and the minimum area shall not be less than one thousand (1,000) square feet.

8: All sewage disposal shall be by municipal sewerage, or if municipal sewerage is not available disposal shall be by septic tanks meeting the approval of the State Board of Health; and electricity and municipal water shall be made available to all lots as needed.

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.

10: If the parties hereto, or any of them or their successors, or heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other 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 violations.

11: Invalidity 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.

WITNESSES:  
Lora Campbell  
E. Inman

July 8, 1941.

PRIDE AND PATTON LAND COMPANY  
By- Oscar Hodges (Seal)  
President  
W. L. Patton (Seal)  
Secretary & Treasurer



AFFIDAVIT

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

Personally appeared before me Lora Campbell who, being duly sworn, says that she saw the within named Pride and Patton Land Company, by its duly authorized officers, Oscar Hodges, President, and W. L. Patton, Secretary and Treasurer, and as its act and deed sign, seal and deliver the within written instrument for the uses and purposes therein mentioned, and that she with E. Inman witnessed the execution thereof.

Sworn to before me this  
8th. day of July, 1941.  
E. Inman, (L. S.)  
Notary Public for S. C.

Lora Campbell

Recorded July 18th. 1941 at 4:55 P.M. # 10757.

By- J. H.-