

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }RESTRICTIVE COVENANTS
FOR
NORTH SUNSET HILLS*For Subordination Agreement, See R.E.M. }
Book 306, Page 226 }*

The following protective and restrictive covenants are hereby imposed on all the lots of North Sunset Hills as shown on a plat thereof made by Dalton & Neves, Eng'rs. in July 1941, which plat is recorded in the R. M. C. Office in Greenville County, S. C. in plat Book L at page 92.

1. No portion thereof shall be used for any purpose other than single family residences for white persons only, except as 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 shall be erected on any lot shown on said plat (provided, however, this prohibition shall not prevent the erection of servants' quarters appurtenant to the dwelling), nor shall any lot or lots shown on said plat of North Sunset Hills be re-cut or subdivided and the facing of the lots shown on said plat of North Sunset Hills shall be adhered to.
4. No residence shall be erected on any lot facing on Paris Mountain Road which shall cost, excluding the lot, less than \$3,000.00, nor on any lot facing any other street in this plat of North Sunset Hills costing less than \$2,000.00, including the lot.
5. The respective owners of the properties hereinabove described reserve to themselves and itself, 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, except that the premises shall be left in as good condition as before.
6. No surface closet shall ever be used on any portion of said properties buy only septic tanks and other sanitary sewers; and all owners and occupants of all, or any portion of said properties, shall be governed by such reasonable sanitary rules and regulations as may be adopted from time to time by a majority of the owners of the property or portions thereof, at the time of the adoption thereof.
7. The front building lines as shown on the plat of North Sunset Hills shall be adhered to; that is, no front building shall be erected on any lot on said plat except in conformity with the building lines; on lots facing on Paris Mountain Road, no nearer than 45 feet to, nor farther than 55 feet from the present front lot line; on lots on the south side of Elizabeth Drive no nearer than 35 feet to the front lot line, on lot No. 47 facing Central Court, no nearer than 25 feet, and on all other lots on said plat no nearer than 30 feet to the present front lot lines, all of said front lot lines, together with the building lines on each lot being fully shown on said plat of North Sunset Hills; nor shall any building be erected on any lot shown on plat of North Sunset Hills nearer than five feet to any side lot line. The side line restrictions shall not apply to any garage located on the rear one-quarter of the lot, except that on corner lots no structure shall be erected within ten feet of the side street line of any lot shown on said plat of North Sunset Hills. Provided, however, that nothing herein contained shall be construed to prevent the use of any portion of this property for agricultural purposes, nor to prevent the continued use and maintenance of the buildings and structures now located thereon.

It is further mutually covenanted and agreed that these covenants and restrictions shall be construed as restrictions and not as conditions subsequent and shall run with the land and be binding on all of the parties hereto, their successors, heirs, and assigns, and upon all parties claiming under them, until January 1, 1963, at which time said covenants and restrictions shall terminate, unless all, or any of them, are extended for additional periods of time by appropriate provisions; and provided further, that any such extensions shall not affect creditors or purchasers in good faith without notice, unless duly recorded.

These restrictions are intended for the mutual advantage and protection of Knox L. Haynsworth, Trustee, the present owner of the entire sub-division known as North Sunset Hills, his successors and assigns, and all parties acquiring title to any portion of said sub-division and shall be binding on Knox L. Haynsworth, Trustee, his successors and assigns as to all of the lots in said sub-division.

If Knox L. Haynsworth, Trustee, or any of his successors or assigns shall violate or attempt to violate any of the restrictions contained herein before January 1, 1963, it shall be lawful for, and it is the intention of these presents, to give any other party owning any portion of the property herein described the right to prosecute any proceeding at law or in equity against the party violating or attempting to violate any such restriction to restrain such violation or attempted violation, or to recover damages resulting from such violation.

The invalidation of any one of these restrictions by a judgment or court order shall not in anywise affect any of the other provisions, all of which not so declared invalid shall remain in full force and effect.

In Witness whereof, I Knox L. Haynsworth, as trustee, have hereunto my hand and seal this 1st. day of August, 1941.

Signed, sealed and delivered in
the presence of:
Harriet R. Wright
Patrick C. Fant

Knox L. Haynsworth, as Trustee

The State of South Carolina }
Greenville County }

PERSONALLY appeared before me Harriet R. Wright and made oath that she saw the within named Knox L. Haynsworth sign seal and as his act and deed deliver the within written instrument, and that she with Patrick C. Fant witnessed the execution thereof.

SWORN to before me this 1st. day
of August, 1941.

Harriet R. Wright

Patrick C. Fant (LS)
Notary Public for South Carolina

Recorded Sept. 5, 1940 at 9:50 A. M. # 13150
By- J. H.-