

TITLE TO REAL ESTATE

OUTLINE OF PROTECTIVE COVENANTS APPLICABLE TO NORTHWOODS SUBDIVISION ON SUMMIT DRIVE NEAR GREENVILLE, SOUTH CAROLINA.

Property is located on Summit Drive and Windsor Drive, near Greenville, South Carolina, in Greenville County, South Carolina, shown on plat by Piedmont Engineering Service dated April 24, 1947 and recorded in the R. M. C. Office in Volume P, Page 123.

- (1). All lots in the subdivision shall be known and described as residential lots.
- (2). No building shall be located on any lot on said plat nearer to the front line of such lot than the building line shown on said plat. No building shall be located nearer than 5 feet to any side lot line.
- (3). 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.
- (4). No residence shall be constructed on any lot in this subdivision at a cost less than \$5500.
- (5). No persons of any other than the caucasian 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). An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.
- (8). These covenants are to run with the land and shall be binding on all parties and persons claiming under them until January 1, 1970, at which time said covenants shall automatically be extended for successive periods of ten year unless by a vote of the majority of the then owners of the lots it is agreed to change the covenants in whole or in part.

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 doing so or to recover damages or other doings for such violation.

Invalidation of any one of these covenants by judgment of court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

April 30, 1940.

Witnesses:

Mary S. Wilburn

Wesley M. Walker

J. C. Henderson

W. S. Griffin, Jr.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

PERSONALLY appeared before me Mary S. Wilburn and made oath that she saw the within named J. C. Henderson and W. S. Griffin, Jr., sign, seal and as their act and deed, deliver the within written instrument for the uses and purposes herein mentioned, and that she with Wesley M. Walker witnessed the execution thereof.

SWORN to before me, this 30  
day of April, 1940.

Mary S. Wilburn

Wesley M. Walker (SEAL)

Notary Public, S. C.  
Recorded May 14, 1947 at 4:02 PM 9343 BY:CLB