TITLE TO REAL ESTATE

OUTLINE OF PROTECTIVE COVENANTS APPLICABLE TO WOODVILLE HEIGHTS

NEAR CITY OF GREENVILLE, S. C.

A. All lots in that tract 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 one duplex dwelling not to exceed to and one-half stories in height and a private garage for not more than two cars and storage.

Duplex houses to be permitted on Lots in Block "E" and "F" only.

- B. No building shall be erected, placed or altered on any building plot in this sub-division until the external design and location thereof have been approved in writing by the neighborhood committee which shall be appointed or elected by the owner or owners of a majority of the lots which are subject to the covenants herein set forth; Provided, however, that is such committee fails to approve or disapprove such design and location within thirty days after such plans have been submitted to it or if no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval will not be required.
- C. No building shall be located on any residential building plot nearer than 35 feet to the front line, nor nearer than 10 feet to any side street line. Nogbuilding shall be located nearer than 5 feet to any side lot line. Garages on corner lots shall be placed against inside lot line.
- D. No residential structure shall be erected or placed on any plot, which plot has an area of less than 7500 square feet or a width of less than 50 feet front at the set back building line.
- E. 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 muisance to the neighborhood.
- F. No persons of any race 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 domicile with an owner or tenants.
- G. 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.
- H. No dwelling costing less than \$1700.00 shall be permitted on any lot in Block A, B, C, D and E, nor shall any dwelling costing less than \$1500.00 be permitted on any lot in Blocks F, G, H, I, J and K. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 750 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. In case of duplexes \$500.00 shall be added to the above minimums.
- I. An easement is reserved over the rear five feet of each lot for utility installation and maintenance.

All sewerage disposal shall be by septic tanks meeting the approval of the State Board of Health, until such time as municipal sewerage is made available.

- J. These covenants are to run with the land and shall be binding on all parties and persons claiming under them until January 1, 1966, at which time said covenants shall automatically be extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.
- K. 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 dues for such violation.
- L. 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.

Make reference in Plat Book "L" at Pages 14 & 15.

Recorded January 16, 1941 at 10:39 A. M. # 716

By- J. H.-

The above Restrictive Covenants apply equally to three separate lots, with dwellings thereon, on the South side of Old Pickens Road, now owned by sponsor of Woodville Heights, and opposite Lots One to Six in Block A according to plat recorded in R. M. C. Office in Plat Book "L" Pages 14 and 15.

Recorded January 28th, 1941 at 11:00 A.M.

O. K. Fleuderson o Martin