TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE.

RESTRICTIVE COVENANTS

FOR

KENWOOD PLACE

The following protective and restrictive covenants are hereby imposed on all the lots of Kenwood Place as shown on plat thereof made by Dalton & Neves September, 1941, which plat is recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book K, at pages 104 and 105:

- (1) No portion of this property shall be used for any purpose other than residences for white persons only, except as servants of occupants, and shall never be sold, rented or otherwise disposed of to any person having any percentage of negro blood 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) No residence shall be erected on any lot in the said sub-division nearer than 40 feet to the front line of the lot as shown on the plat above mentioned, or closer than 5 feet to any side lot line.
- (4) No residence shall be constructed on any lot in said sub-division costing less than \$4,000.00.
 - (5) No obnoxious or offensive trade shall be carried on on this property.
- (6) No surface closet shall ever be used on any portion of said properties but only septic tanks and other sanitary sewers.
- (7) The undersigned, K. B. Miles, the owner of all lots shown on the above mentioned plat, reserves to himself, his Heirs and Assigns, the right to place, or authorize the placing of gas, water, 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.

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 Government and either to prevent him or them from so doing or to recover damages or other dues for 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, K. B. Miles, the owner of all lots shown on the above sub-division, and Paul B. Byrum, the owner of a mortgage covering the majority of said lot, who has joined in this instrument for the purpose of showing his consent thereto, have hereunto set their hands and seals this 4th day of November, 1941.

Signed, sealed and delivered

in the presence of:

Patrick C. Fant Flora K. Hayes

K. B. Miles Paul B. Byrum

State of South Carolina, County of Greenville.

Personally appeared before me Flora K. Hayes and made oath that she saw the within named K. B. Miles and Paul B. Byrum sign, seal and as their act and deed deliver the within written instrument, and that she with Patrick C. Fant witnessed the execution thereof. Sworn to before me this 4th day of November, 1941.

Patrick C. Fant

(L. S.)

Flora K. Hayes

Notary Public for South Carolina.

No Stamps

Recorded November 4th, 1941 at 1:10 P. M. #16031 BY:E.G.