

PROTECTIVE COVENANTS

for

CRESTWOOD

PROPERTY OF CRESTWOOD, INC.

PLAT RECORDED IN PLAT BOOKS, PAGE 188, R. M. C.

OFFICE FOR GREENVILLE COUNTY, S. C.

The undersigned, being the owner of all lots and tracts of land shown on the plat of the Property of Crestwood, Inc., above mentioned, does hereby agree that the covenants and restrictions hereinafter set forth shall be binding on all parties and all persons claiming under them until January 1, 1977, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the undersigned, or its successors 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 so doing or to recover damages or other dues for such violation.

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.

A. All lots in the tract shall be known and described as residential lots except that Lots 79 to 103 inclusive including the parking area shown on said plat may be used for business purposes. No structures shall be erected, altered, placed, or permitted to remain on any residential lot other than one detached single-family dwelling and a private garage for not more than three cars and servants' quarters per family, except on Lots 5, 6, 7, 8 and 9 there may be erected on each of said lots a one multiple-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars and servants' quarters per family.

B. No building shall be located nearer to the front lot line than 35 feet on lots fronting on North Estate Drive, South Estate Drive, Melcar Street and Fairfield Road, or nearer than 40 feet on lots fronting on Lawmar Boulevard, nor nearer than 10 feet to any side street line. No building, except a detached garage or other outbuilding located 50 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line.

C. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 7,500 square feet or a width of less than 60 feet at the front building setback line on lots fronting North Estate Drive, South Estate Drive, Melcar Street and Fairfield Road, or a width of less than 100 feet at the front building setback line on lots facing Lawmar Boulevard.

D. 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.

E. 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. This shall not be construed to prevent the owner of any lot from erecting sheds, offices, or temporary buildings to house materials, machinery or equipment incidental to the construction of homes or to the sale of lots in said subdivision.

*Miller*

Reiney, Fant, & Morrah, Attorneys At Law

*These Restrictions are cancelled the 28th day April, 1949,*

*Crestwood, Inc.*

*By Walter L. Miller, Jr. President.*

*Witness Margaret McCreary, L. C. Fant.*

SATISFIED AND CANCELLED OF RECORD

*May 1949*