

SEP 21 1969

BOOK 535 PAGE 109

24567

RESTRICTIVE COVENANTS APPLICABLE TO
CEDAR LANE GARDENS, GREENVILLE, S. C.

The undersigned, being the owner of all lots and tracts of land shown on plat of Cedar Lane Gardens, Greenville, S. C., prepared by T. J. McCoy, August 26, 1955, recorded in the Office of the R. M. C. for Greenville County, South Carolina in Plat Book GG, Page 139, does hereby impose on the lots and tracts hereinafter designated, the covenants and restrictions hereinafter set forth which shall be binding on all parties and all persons claiming under them until January 1, 1970, 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 or abrogate said covenants in whole or in part.

1. All numbered lots in the subdivision shall be known, described and used as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single 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 for the sole use of employees of the owner of said dwelling. Advertising signs and temporary sales offices for the use of the owner of the unsold lots may be used on such property.

2. No building shall be located nearer to the front lot line than 25 feet nor nearer to the side street line than 15 feet. No building shall be located within 5 feet of any side lot line.

3. No residential structure shall be erected or placed on any of the lots with a ground floor area, if a single story building, of less than 1,000 square feet, or if more than one story, with a ground floor area of less than 800 square feet. In computing area, open and screened porches, garages and basements shall be excluded.

4. No building shall be erected, placed, or altered, on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to existing structures, topography and finished ground elevation, by a committee composed of R. E. Hughes and Ira A. Giles, Jr. and a property-owner representative selected by them. In the event of death or resignation of any member of said committee, the remaining members or member shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, or its designated representative shall be entitled to any compensation for services performed pursuant to the Covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1970; thereafter the approval described in this Covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.