

Greenville

KNOW ALL MEN BY THESE PRESENTS that Westminster Company a corporation organized and existing under the laws of the State of South Carolina with its principal office and place of business in the City of Greensboro, North Carolina, do hereby covenant and agree to and with all persons, firms and corporations now owning or hereafter acquiring any numbered lot in Section II of Chesterfield Estates, Grove Township, Greenville County, South Carolina, as shown by plat recorded in Plat Book , page , in the Office of the Register of Mesne Conveyance Greenville County, South Carolina, that said numbered lots are hereby subjected to the following restrictions as to use thereof, and the said restrictions are to run with the said property, and every part thereof, by whomsoever owned, to wit:

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GREENVILLE CO. S. C.
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BOHNE & TANKERSLEY
R.H.C.

1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential, street, and park purposes. No building shall be erected, altered, placed, or permitted to remain on any 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 two cars.
2. DWELLING SIZE: No dwelling shall be permitted, costing less than \$15,000 based on current building costs and having a ground area of the main structure, exclusive of one-story open porches and garages, of less than 1100 square feet for a one-story, nor less than 1500 square feet for a dwelling of more than one story, including "split-level" dwellings.
3. BUILDING SETBACK: No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 30 feet to the front line, or nearer than 10 feet to any side street line. No building shall be located nearer than 10 feet to any interior lot line, except that no side yard shall be required for a separate garage not attached to the house or other permitted accessory building located seventy feet or more from the minimum building setback line. For the purpose of this covenant, eaves, steps, and porches and carports shall not be considered as part of a building, provided however that this shall not be construed to permit any portion of building on lot to encroach upon another lot. Deviations from building line restrictions not in excess of 10% shall not be construed as a violation of these covenants.
4. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width at the building line of less than 60 feet nor shall any dwelling be erected or placed on any lot having an area of less than 12,000 square feet, except that this provision shall not prevent a dwelling from being erected on any lot shown on the recorded plat.
5. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet and each side five feet of every lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Westminster Company reserves the right to create and impose additional easements or rights of way over any unsold lot or lots for street, drainage and utility installation purposes by the recording of appropriate instruments and such shall be construed to invalidate any of these covenants.
6. WAIVER OF UNINTENTIONAL VIOLATION: Westminster Company may waive any unintentional violation of these restrictive covenants by appropriate instrument in writing provided that if the unintentional violation occurs on any lot which is adjacent to a lot or lots which have been conveyed to a fee simple owner or owners, the consent of such owner or owners shall be obtained to such waiver.
7. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
8. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
9. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
10. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.
11. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which remain in full force and effect.
12. RESUBDIVISION: No lot or lots shall be resubdivided in a manner significantly different from the recorded plat as noted above.

IN TESTIMONY WHEREOF, Westminster Company has caused this deed to be signed in its corporate name by its vice president and attested by its assistant secretary, and sealed with its common seal, on the 21 day of November, 1975.

ATTEST: James C. Sharpe Assistant Secretary
BY: James C. Sharpe Vice President

STATE OF SOUTH CAROLINA -- COUNTY OF GREENVILLE

I, Dianne J. Logsdon, a Notary Public of said State and County, do hereby certify that James C. Sharpe, personally came before me this day and acknowledged that he is Assistant Secretary of Westminster Company and that, by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal, and attested by himself as its Assistant Secretary.

Witness my hand and notarial seal, this 21 day of November, 1975.
Dianne J. Logsdon
Notary Public

My Commission Expires: June 12, 1984

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