

been broken up and destroyed by acts for which neither the plaintiffs nor their grantors nor the defendants are responsible, and that the object of the covenants hereinabove referred to have been, insofar as the plaintiffs are concerned, defeated, and that to enforce these covenants would work oppression and not equity. It appears that the plaintiffs desire to use their lots for heavy commercial or light industrial purposes in accord with the classifications as established by the Planning and Zoning Commission of the County of Greenville, State of South Carolina, and that they cannot safely use their lots for such purposes without subjecting themselves in hazard of violating the conditions contained in their deed. By reason of the changed conditions hereinabove set forth I find the plaintiffs hold their property free of the aforesaid restrictions and not subject to any covenants for the benefit of the defendants or the grantors and that the restrictions are unenforceable in equity.

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IT IS THEREFORE ORDERED:

1. That the aforesaid restrictions are, by reason of the changed conditions hereinabove set forth, no longer binding or enforceable in equity,

2. That the use of the plaintiffs' property for heavy commercial or light industrial purposes in accord with the dictates of the Planning and Zoning Board of the County of Greenville, State of South Carolina, that the highest and best use of said property as heavy commercial or light industrial would not be a violation of the covenants of said deed and would not be cognizable by the Court of equity by injunction or other equitable process.