

GREENVILLE

1101-820

SOUTH CAROLINA, COUNTY OF Greenville <sup>AUG 22 2 15 PM 1973</sup>  
<sub>JUL 11 1973</sub>

KNOW ALL MEN BY THESE PRESENTS that Westminster Company, Inc., 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, does hereby covenant and agree to and with all persons, firms and corporations now owning or hereafter acquiring any numbered lot in Section VI of Montclair Subdivision Township, Greenville County, South Carolina, as shown by plat recorded in Plat Book 9-W, page 23, 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:

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 40,000.00 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 800 square feet for a one-story, nor less than 1000 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 20 feet to any side street line. No building shall be located nearer than 5 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          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, Inc. 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 not be construed to invalidate any of these covenants.

6. WAIVER OF UNINTENTIONAL VIOLATION: Westminster Company, Inc. 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.

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