

AMENDED RESTRICTIONS APPLICABLE TO
"COLONIAL ESTATES"
AS SHOWN ON PLAT PREPARED BY DALTON & NEVES,
ENGINEERS, RECORDED IN THE R. M. C. OFFICE FOR
GREENVILLE COUNTY, S. C., IN PLAT BOOK W, AT
PAGE 173.

WHEREAS, William R. Deloache, W. C. Livingston, John D. Pellett, Jr., and Perry Earle Gwinn, Jr. are now the owners of all lots shown on the plat of a subdivision known as "Colonial Estates" as recorded in the R. M. C. office for Greenville County in Plat Book W, at page 173; and

WHEREAS, the former owner of said subdivision, Eston L. Rodgers, by instrument dated April 24, 1951, and recorded in the R. M. C. office for Greenville County in Deed Vol. 433, at page 261, imposed certain restrictions and protective covenants upon said subdivision; and

WHEREAS, we are desirous of amending said restrictions and protective covenants in the following manner:

NOW, THEREFORE, we do hereby agree that the restrictions and protective covenants contained herein are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) 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. It is agreed that the restrictions now recorded in the R. M. C. office for Greenville County in Deed Vol. 433, at page 261 shall be, and the same are hereby, cancelled, and that the following shall be substituted in lieu thereof.

If the parties hereto, or any of them, or their heirs and assigns, shall 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 prevent him or them from doing so or to recover damage or other dues for such violation.

Invalidation of any 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.

1. No lot shall be used except for residential 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.

2. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure has been approved by the architectural control committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line, unless similarly approved. Approval shall be as provided in Section 9 below.