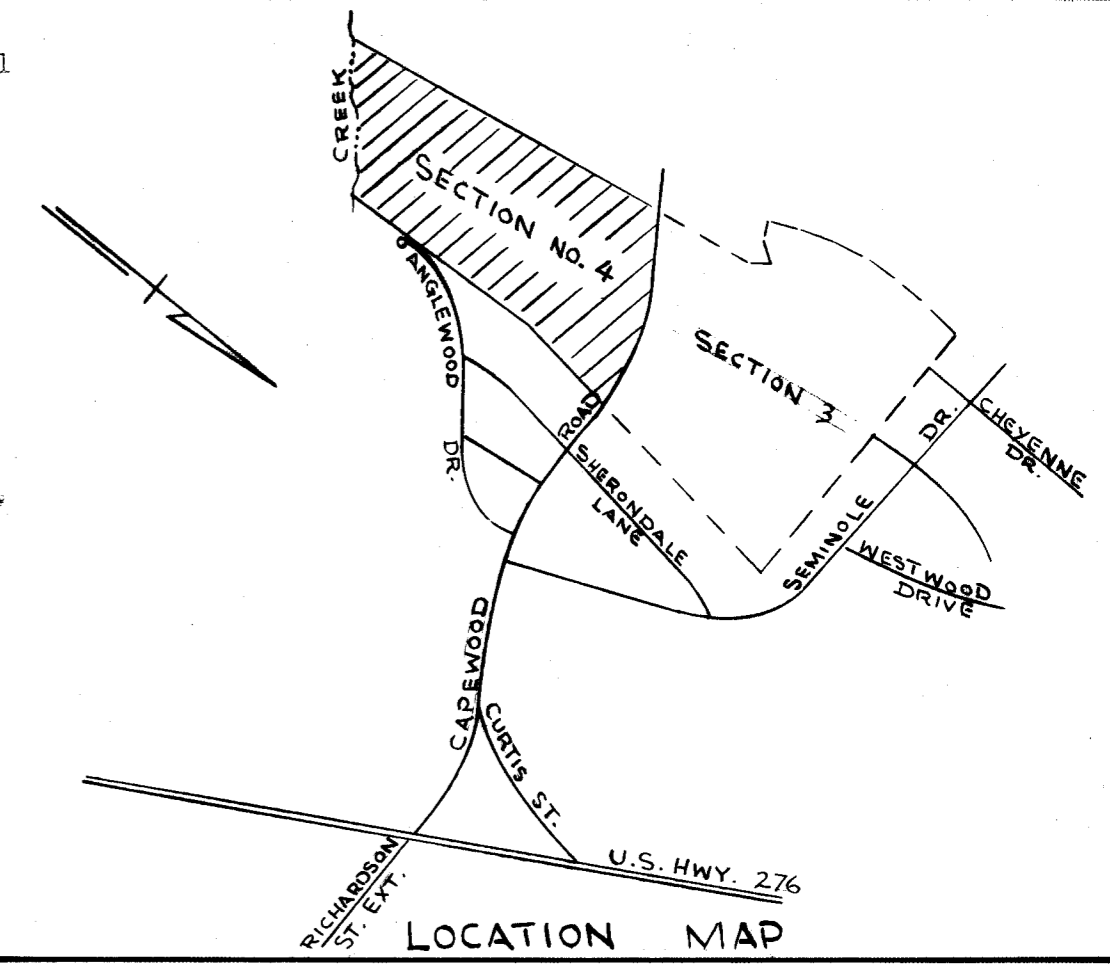


For Dedication of Roads see Dedication Book 1 pg 101



3588 4 Aug 72
4R 30 11:42



NOTES
 5' UTILITY & DRAINAGE EASEMENT
 ALONG ALL SIDE & REAR LOT LINES
 UNLESS OTHERWISE SHOWN.
 ALL SAN. SEWER LINES IN STREET R/W
 10' DRAINAGE ESMT.
 10' UTILITY EASEMENT

CERTIFICATE OF OWNERSHIP AND DEDICATION

"The undersigned hereby acknowledge that I am (we are) the owner(s) of the property shown and described hereon and that I (we) hereby adopt this plan of subdivision with my (our) free consent and that I (we) establish the minimum building restriction lines, and hereby dedicate to public use as roads, streets, and easements, forever all areas so shown or indicated on said plat.
 7/26/72 Signed: *Keith S. Hendrick*
 _____ Signed: _____
 _____ Signed: _____
 _____ Signed: _____

CERTIFICATE OF ACCURACY

"I, _____, certify that this plat was (drawn by me) (drawn under my supervision) (an actual survey made under my supervision) from (an actual survey made by me) (deed description recorded in Book 3002, Page 215, Book _____, Page _____, Ord. _____) that the error of closure as calculated by _____ and departures is _____; that the boundaries not surveyed are shown as broken lines plotted from information found in Book _____, Page _____; that this plat was prepared in accordance with the Greenville County Subdivision Regulations as adopted.
 7-25-72 Signed: *James D. Lamm*
 Date Licensed Engineer or Registered Surveyor
 S. C. Registration No. 3320

CERTIFICATE OF APPROVAL FOR RECORDING

"I hereby certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulations for Greenville County, with the exception of such variances, if any, as are noted in the minutes of the Greenville County Planning Commission of Greenville County, South Carolina, and that it has been approved for recording in the office of the County Register of Deeds.
 Aug 3 1972 Signed: *J. Thomas Jones*
 Chairman, Secretary, or Director of Planning
 Greenville County Planning Commission

4R-30
3588

FINAL PLAT
FILE NUMBER 70-145

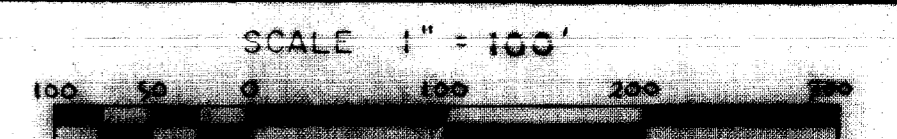
SECTION NO. 4
WESTWOOD

OWNER BUILDERS & DEVELOPERS, INC.
 SURVEYOR **PIEDMONT ENGINEERS & ARCHITECTS**
 ZONED R-12 (Simpsonville)

NO. OF ACRES 34.12 MILES OF NEW ROADS 1.0

NO. OF LOTS 95 DATE 6-7-72

ERROR OF CLOSURE 1/3000+



70-145

FILED
GREENVILLE CO. S. C.

VOL 951 PAGE 117

AUG 4 10 43 AM '72

ELIZABETH RIDDLE
STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

RESTRICTIVE AND PROTECTIVE COVENANTS
FOR SUBDIVISION KNOWN AS "WESTWOOD"
SECTION NO. FOUR

Builders & Developers, Inc. is the owner of a tract of land situated near the Town of Simpsonville, South Carolina, and said tract is being developed as a subdivision known as WESTWOOD. A plat of Section IV of said subdivision is recorded in the RMC Office for Greenville County in Plat Book 4 R at page 30. It is the purpose of this instrument to establish restrictive and protective covenants affecting Section IV of Subdivision known as Westwood applying to the lots on said plat above referred to.

ARTICLE I.

These covenants are to be binding on all parties or persons claiming under, by or through them affecting any type of ownership of lots of said subdivision and these restrictive and protective covenants shall run with the land for a period of thirty-five years and shall be automatically extended for successive like periods unless there is an instrument in writing executed by a majority of the then lot owners who, by agreement, may modify, amend or abandon these restrictions. Such owners agreement must be recorded in the RMC Office for Greenville County.


In the event any party or parties or any of them, their heirs or assigns, shall violate any one or more of the covenants, herein contained, it shall be lawful for any person or persons owning any numbered lot or portion of lot shown on the aforesaid plat to prosecute or institute any proceeding at law or inequity to enforce any or all of these covenants.

All lots appearing on the plat above referred to shall be used or occupied as follows and all structures built within said subdivision shall conform to the following:

(A) No business, trade or profession of any kind shall be conducted in any building constructed on any lot or portion thereof in said subdivision.

(B) All of the lots appearing on the plat above referred to shall be used for the following purposes only:

1. Single family dwelling, together with one private garage and one aluminum carport and one utility room. Any such carport and utility room must be finished and painted. Trailers, tents, shacks or garage apartments shall not be used on any lot as a residence, either temporarily or permanently.
2. Temporary buildings erected incidental to construction on any lot must be removed upon completion or abandonment of said construction.
3. No signs or billboards shall be permitted on any lot of said subdivision except such signs or billboards used in connection with the advertising of a lot for sale or such as is used by a contractor or contractors during the period of construction. Such signs as are used shall not exceed sixteen square feet.
4. No person shall be permitted to keep or maintain animals, livestock or poultry of any kind other than house pets and such animals or poultry as may be kept as house pets, under no circumstances, be kept for commercial purposes, breeding or otherwise.
5. No noxious or offensive activity of any nature shall be permitted on any lot nor shall anything be done which may be or later become an annoyance or nuisance to the neighborhood.


(Continued on next page)

6. Any motor vehicle parked on any lot shall contain current license tags and no old and unsightly vehicle nor other equipment shall be visibly kept on any lot for a period in excess of 30 days.
- (C) No buildings shall exceed two stories or twenty-eight feet in height.
- (D) No buildings or structures shall be located on any said lot nearer to the front line than the set-back line as shown on plat above referred to and no nearer than ten feet to any side line. No hedge, fence or wall shall be erected across, on, or along the front of any lot nearer to the street than the building set-back line having a height in excess of three feet.
- (E) None of the lots appearing on the plat above set out shall be subdivided or changed so as to decrease either the width or area of any lot shown on said plat.
- (F) Fuel tanks and fuel containers of any nature shall be covered or buried underground consistent with normal safety precautions.
- (G) There shall be constructed on lots at this subdivision one family dwelling only and no building on any one lot shall be occupied by more than one family at any one time.
- (H) No one-story, split-level, or story and half building shall be constructed containing less than 1,000 total square feet on any lot in this section.
- (I) There is specifically reserved an easement of five feet in width at the rear and side of each lot for the purpose of the installation, operation and maintenance of utilities and for drainage. Such easements as are provided for herein are shown on the plat above referred to.

ARTICLE II.

There shall be an Architect Control Committee composed of Ralph S. Hendricks, R. W. Riley, and R. E. L. Freeman, or their successors in office.

- (A) A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining member shall have full authority to designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.
- (B) Procedure. The Committee's approval or disapproval as required by these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty days after plans and specifications have been submitted to it or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the required covenants shall be deemed to have been fully complied with.
- (C) The Architect Control Committee shall have submitted to it all plans and specifications showing buildings to be constructed upon numbered lots. It shall have the authority to approve or disapprove such plans and specifications. No building shall be erected or altered on any lot until these plans and specifications together with a plat showing the location of the structure upon the lot has been approved.

by the Committee as to the quality of workmanship or material, the harmony of exterior design with existing structure, and the location with respect to typography and finish grade elevations.

The Committee may, by unanimous vote, grant a waiver of requirement for the set-back lines, for the side lines, and for the lot lines either prior to construction or after violation; provided in the opinion of the Committee such a waiver should be granted because of typography, the shape of any platted lot or any other reason which, in the opinion of the Committee would make it impossible or impracticable to comply with the established requirements. Provided further, in the opinion of the Committee, such a waiver will cause no subject injury to any other lot owner. In no event may the Committee approve or ratify a violation of the front set-back line of more than five feet or of the side line of more than five feet. In no event shall the Committee approve the re-subdividing of a lot or changing the lot line unless such shall be done to add to and increase the size of an adjacent lot; provided, no such change decrease the frontage of any lot shown upon the plat by more than five feet, unless the purpose and reason for subdivision is to divide the lot between the owners of the adjacent lots to thereby increase the size of both adjacent lots.

Such a waiver whether for permission or ratification as provided in this paragraph shall be done in writing in a manner that it can be recorded and it shall be binding upon all persons.

ARTICLE III.

Additional property: The declarant may from time to time add such additional real property to the restrictions, covenants, reservations, liens and changes herein set forth by appropriate reference hereto.

ARTICLE IV.

Violation: If any section, sub-section, sentence, clause or phrase of these covenants and restrictions for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of the covenants and restrictions.

WITNESS our hands and seals this 3rd day of August, 1972.

In the Presence of:

BUILDERS & DEVELOPERS, INC.

R. W. Riley
Hubert E. Yalson, JR

BY: Wesley S. Newdick President
Wesley S. Newdick Secretary

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

Personally appeared before me Hubert E. Yalson, III who after being first duly sworn, deposes and says that (s)he saw the within names Builders & Developers, Inc. by its duly authorized officer, sign, seal and as their act and deed deliver the within Restrictive and Protective Covenants; that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this the 3rd day of August, 1972. }
R. W. Riley }
Notary Public for South Carolina. }
My Commission expires: 8-12-80 }

Hubert E. Yalson, III

Restrictive And Protective Covenants Recorded August 4, 1972 at 10:43 A. M., # 3529

RWA