

TITLE TO REAL ESTATE

State of South Carolina)

County of Greenville)

Whereas it is believed that the declarations hereinafter set forth will render more desirable and more valuable all portions of the land subdivision known as Marshall Forest, situate in said state and county, in Greenville Township, about two or three miles southeast of the City of Greenville, between the Augusta Road and Reedy River, bounded by lands of the Greenville Country Club and others, and having such metes and bounds as are shown on the plat thereof made by Dalton & Neves in October, 1928, and recorded in the office of the Register of Mesne Conveyances for said county in Plat Book "H", on pages 133 and 134;

Now, therefore, in order to protect the interest of all owners of any portions of said subdivision, and in consideration of the mutual prospective advantages to accrue to all present and future owners of any and all lots situate therein, it is hereby covenanted and agreed that lots numbered three (3) to fourteen (14), inclusive; lots Nos. one hundred and seventeen (117) to one hundred and twenty-six (126), inclusive; lots Nos. one hundred and twenty-nine (129) and one hundred and thirty (130); lots Nos. one hundred and thirty-seven (137) to one hundred and forty-two (142), inclusive; lots Nos. one hundred and forty-five (145) to one hundred and sixty-six (166), inclusive; lots Nos. one hundred and sixty-nine (169), one hundred and seventy (170), one hundred and seventy-seven (177), one hundred and seventy-eight (178), one hundred and seventy-nine (179), one hundred and eighty-two (182), one hundred and eighty-three (183); and Lots Nos. one hundred and eighty-six (186) to one hundred and Ninety-seven (197), inclusive, as shown on said plat, shall be subject to the following restrictions or

PROTECTIVE COVENANTS

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1966, at which time said covenants shall be automatically extended for successive periods of ten years each, unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

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

Invalidation of any one 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.

A All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single-family dwelling, except on the lot on the southwest corner of Club Drive and Heather Way; and except on the lot on the northwest corner of Brookside Way and Heather Way, on which two lots semi-detached single family dwellings may be erected. No structure on any lot shall exceed two and one-half stories in height, in addition to the basement, if any. Garages to accommodate not more than three motor-vehicles for each family may be erected on any lot, with servants' quarters and storage spaces.

B No building shall be located on any residential building lot nearer than fifty (50) feet to the front lot line, nor nearer than ten (10) feet to any side street line; except as to Lot "C", on which no building shall be located less than twenty-five (25) feet from either Club Drive or Sylvan Way; and except as to lot No. 117, on which no building shall be located less than twenty-five (25) feet from Club Drive or less than fifty (50) feet from Heather Way; and except as to Lots Nos. 177, 178, and 179, on which no building shall be located nearer than fifteen (15) feet to the front lot line. No building, except a detached garage or other outbuilding at least one hundred and ten (110) feet from the front lot line, shall be located nearer than five (5) feet to any side lot line.

C No residential structure shall be located on any building lot which lot has an area of less than ten thousand (10,000) square feet or a frontage of less than seventy (70) feet; except that a residence may be located on Lots Nos. 177, 178 and 179; and except that a residence may be located on Lots Nos. 129 and 130; and except that a residence may be located on Lots Nos. 169 and 170; and except that a residence may be located on Lots Nos. 182 and 183, as shown on said plat. With reference to Lots Nos. three (3) to seven (7), inclusive, no residential structure shall be located on any building lot having a frontage of less than seventy-five (75) feet on Riverside Drive.

D No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

E No trailer, basement, tent, shack, garage, barn or other outbuilding erected in said subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

F No dwelling costing less than \$3,400.00 shall be permitted on any lot in the tract now owned by sponsors. With reference to Lots Nos. three (3) to seven (7), inclusive, no dwelling costing less than six thousand dollars (\$6,000) shall be erected. With reference to Lots Nos. eight (8) to fourteen (14), inclusive, no dwelling costing less than four thousand, five hundred dollars (\$4,500) shall be erected.