

PROTECTIVE COVENANTS APPLICABLE TO LOTS
 I-35 INCL., PLEASANTBURG FOREST, GREENVILLE,
 SOUTH CAROLINA, PROPERTY OF PLEASANTBURG
 DEVELOPMENT CO., INC.

These covenants are to run with the land and shall be binding on all parties, and all persons claiming under them until January 1, 1977, at which time said covenants shall be automatically extended for successive periods of ten years 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 proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of one or more 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 numbered lots in the tracts shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached family dwelling not to exceed two and one-half stories in height, and a private garage for not more than three cars and servants quarters. Garages shall be attached to residences, or located to the rear or to the side of the residences and not in front of the residence.

B. No building, including the dwellings, detached garages and outbuildings shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot plans showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of J. M. Conway, Roy E. Turner and Allen J. Graham. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location or if said committee or its designated representative fails to approve or disapprove such design or location within thirty days after such plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant shall be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and its designated representative shall cease on and after January 1, 1977. Thereafter, the approval required in this covenant shall not be required unless prior to said date and effective thereon a written instrument shall be executed by the then owners of a majority of the lots in this subdivision and

duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by such committee.

C. 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.

D. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract 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.

E. The ground floor area of the main structure exclusive of one story open porches and garages, shall be not less than 1200 square feet in the case of a one-story structure nor less than 900 square feet on first floor in the case of a one and one-half, two, or two and one-half story structure.

F. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback line shown on the recorded plat. It is the intent to refer to the body of the house and not to steps, bay windows and like parts of houses. No building shall be located nearer to the side lot line than the distance represented by ten percent of the lot frontage on which said building is to be located.

G. A five-foot easement is reserved along all side and rear lot lines for drainage and utility installation and maintenance.

H. No numbered lots in this subdivision shall be recut or resubdivided so that the frontage is less than 80 feet. This paragraph is not intended to prevent cutting off and conveying a small portion or portions of any lot provided the frontage of said lot is not reduced to less than 80 feet and provided further that each dwelling shall be upon a lot of at least 80 feet frontage.

I. The above restrictions shall apply to all numbered lots appearing on the plat of Pleasantburg Forest, property of Pleasantburg Development Co., Inc., prepared by Dalton & Neves, recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book GG, page 163, except that such buildings located in this subdivision as of the date of the execution of this instrument shall not be deemed to be in violation of these restrictions.

J. No lot shall contain more than one residential structure, but this restriction shall not prevent a purchaser from using more than one lot. It is the intention of this restriction to prevent the building of more than one residence on any one lot in this subdivision.

K. No fences more than four feet in height shall be built across the front of lots or along side lines in front of the residence.

IN WITNESS WHEREOF the undersigned has caused this instrument to be signed by its duly authorized officers and its corporate seal to be hereunto affixed this 2 day of ~~February~~ March, 1957.

Witnesses: Allen J. Graham
Roy E. Turner

PLEASANTBURG DEVELOPMENT CO., INC. (Seal)
 By: Henry A. Brown President
 and C. M. Guest Secretary

STATE OF SOUTH CAROLINA
 COUNTY OF GREENVILLE

PERSONALLY appeared before me, Allen J. Graham and made oath that he saw Henry A. Brown, as President, and C. M. Guest, as Secretary, of Pleasantburg Development Co., Inc., a corporation chartered under the laws of the State of South Carolina sign, seal with its corporate seal and as the act and deed of said corporation deliver the within-written instrument, and that he, with Roy E. Turner witnessed the execution thereof.

SWORN to before me this 2 day of March, 1957.
Max B. Borch (L. S.)
 Notary Public for South Carolina

Allen J. Graham

Recorded March 25th, 1957 at 4:08 P.M. # 7183