

9. All fuel oil tanks or containers shall be covered or buried underground consistent with normal safety precautions.

10. A 5-foot easement is reserved over the rear and side of each lot for the installation, operation and maintenance of utilities and for drainage purposes.

11. No fences shall be built upon said lots to extend closer to the street than the front of said houses. By this it is meant for the fences to run along the side lines of any dwelling built and not in front of said buildings.

12. The purchaser of each lot shall be entitled to one tap for each dwelling unit on the water main owned and installed by the subdivider in the street or road on which the lot fronts. All such lot taps shall be made at the purchaser's expense and in compliance with the same regulations used by the Greenville City Water Works and no water line from any lot tap shall be extended in any way so as to provide water beyond the boundaries of this subdivision.

13. No residence of any kind shall be erected, placed or altered on any lot or lots in this subdivision until and unless the buildings exterior design and location of such residence have been approved in writing as to conformity and harmony of exterior design and plans are consistent with existing residences in the subdivision and as to the location of the structure with respect to topography and finished ground elevation by a committee composed of William L. Costner, C. S. Mattox and Wilson M. Dillard. In the event of resignation or absence of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location. In the event that said committee fails to approve or disapprove such design and location within thirty (30) days after the plans, specifications and plot plan have been submitted to it, or in the event no suit to enjoin the erection of such residences or the making of such alterations, has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. The powers and duties of such committee shall cease on and after January 1, 1980 and thereafter the approval described herein shall not be required.

IN WITNESS WHEREOF, We have hereunto set our hands and seals at Greenville, South Carolina, this 12th day of February, 1960.

IN THE PRESENCE OF:

Virginia E. Johnston  
Patrick C. Fant

William L. Costner (SEAL)  
T. B. Cooper (SEAL)  
T. B. Cooper as Owner of Lots  
Nos. 43 and 44

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

Personally appeared before me Virginia E. Johnston and made oath that she saw the within named William L. Costner and T. B. Cooper sign, seal and as their act and deed deliver the within written instrument, and that she, with Patrick C. Fant witnessed the execution thereof.

Sworn to before me this 15th day )  
of February, A. D., 1960. )  
Patrick C. Fant (LS)  
Notary Public for South Carolina )

Virginia E. Johnston

Recorded February 16th, 1960 at 3:15 P. M. #22969