

RESTRICTIVE OR PROTECTIVE COVENANTS APPLICABLE TO THE PROPERTY OF E. G. WHITMIRE, JR., ENTITLED: "ROLLINGWOOD", NEAR SIMPSONVILLE, SOUTH CAROLINA, AS SHOWN ON PLAT RECORDED IN THE R. M. C. OFFICE FOR GREENVILLE COUNTY, IN PLAT BOOK 44 PAGE 111.

4 05 PM 1993
RECORDED
0111-111-111

1. The following restrictions and protective covenants are hereby imposed by E. G. Whitmire, Jr., who is the owner of all of the lots, as shown on Plat of Rollingwood, recorded in the R.M.C. Office for Greenville County in Plat Book 44 at Page 111. These covenants are to run with the land and shall be binding upon all persons claiming under them until January 1, 1993, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument adopted by a vote of a majority of the then owners, agreeing to change said covenants in whole or in part, is placed upon record. These restrictions may be amended, changed, or altered prior to January 1, 1993, only by a unanimous vote of the then owners of all of said lots.

2. If the parties hereto, or any of them, or their heirs and assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any such other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of said covenants and either to prevent him or them from so doing, or to recover damages or other dues for such violation.

3. 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.

4. All lots in said subdivision shall be residential lots, to be used exclusively for single-family residential dwellings. No structure 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.

5. No livestock, cattle, swine, sheep, goats, or other such animals of similar breed shall be permitted to be kept on any of said lots. Likewise, no chickens, ducks, geese, or other such fowl shall be permitted to be kept on any of said lots, except that fowls may be maintained in a limited number, not to exceed 15, for the purpose of being consumed by the family residing on said lot or to be kept as pets for the pleasure of said family. Cats, dogs, caged birds, ponies, and horses may be kept in reasonable numbers as pets for the pleasure of the family residing upon said lot; however, this restriction would prohibit and prevent the raising of dogs, cats, birds, ponies, and horses as a business.

6. No building shall be located, placed, altered, or permitted to remain nearer to the front lot lines than shown on said recorded Plat, nor nearer to the side or any side line or rear line than 50 feet. No detached garage or other outbuildings shall exceed one story in height; nor shall they be located, placed, altered, or permitted to remain nearer than 25 feet behind the front setback line as shown on said Plat, nor nearer than 25 feet from any side or rear lot line.

7. No dwelling shall be located, placed, altered, or permitted to remain upon any lot which has an area of less than 1.78 acres, or a width of less than 200 feet at the front building setback line. No lot shall be re-cut to a smaller size than that shown on the recorded Plat. On all of said lots, the main building or dwelling shall face toward the front lot line, with the exception of buildings to be constructed on corner lots wherein said main dwellings or buildings shall face in the direction designated by arrows and buildings lines on said recorded Plat.

(CONTINUED ON NEXT PAGE)

4256. Agreement for Modification of Restrictive Covenants
Bl. 1425 pg 126 Jan 30, 1991