

(b) No receptacles of any construction or height for the receipt of mail, newspapers and similar delivered materials shall be erected or permitted to remain between the front street right-of-way and the applicable minimum building set back line; provided, however, that this restriction shall be unenforceable insofar as it may conflict with the regulations, now or hereafter adopted, of any governmental agency.

8. USE OF OUT BUILDINGS AND SIMILAR STRUCTURES. No structure of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, shack, tent, garage, barn, or any other structure of a similar nature shall be used as a residence either temporarily or permanently. Provided, however, this paragraph shall not be construed to prevent the Developer from using sheds or other temporary structures during construction for such purposes as Developer deems necessary.

9. ANIMALS AND PETS. No animals, livestock or poultry of any kind shall be raised, bred, pastured or maintained on any lot, except household pets which may be kept thereon in reasonable numbers as pets for the sole pleasure and use of the occupants, but not for any commercial use or purposes. Birds shall be confined in cages.

10. SIGN BOARDS. No sign boards of any description shall be displayed upon or above any lot with the exception of:  
(a) Signs "for rent" or "for sale", which signs shall not exceed 2 ft. x 3 ft. in dimensions; shall refer only to the premises on which displayed; and shall be limited to one sign to a lot; and

(b) The name of the owner and the street address, the design of which shall be furnished to the Developer upon request, and Developer shall have the right to disapprove such design and prohibit the erection of such sign as does not meet with its approval. No billboards or other advertising signs shall be permitted.

11. NUISANCES AND UNSIGHTLY MATERIALS. No noxious, offensive or illegal 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. No lot shall be used in whole or in part for storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. No trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other such debris for pickup by governmental and other similar garbage and trash removal service units. In the event any owner of any developed lot fails or refuses to keep such property free from any such unsightly items, weeds or underbrush, five days after posting a notice thereon or mailing a notice to the owner at his property address requesting the owner to comply with the requirements of this paragraph, Developer may enter and remove all such unsightly items or growth at the owner's expense. Owners by acquiring property subject to these restrictions agree to pay such costs promptly upon demand by Developer, its agents, assigns or representatives. No such entry as provided herein shall be deemed a trespass.

12. EASEMENTS. The Developer (for itself, its successors and assigns) reserves a right-of-way over, along and under the following portions of each lot:

(a) As shown on the above mentioned plat; (b) The rear ten feet parallel and contiguous to the lot line; (c) ten feet parallel with and adjoining each side line.

These rights-of-way are for the installation of poles, lines, conduits, pipes, drainage and other equipment and facilities necessary or useful for furnishing utility service to the property (now, formerly or hereafter owned by the Developer or its successors) adjacent thereto or in the proximity thereof. All utilities, including without limitation, cable television, which transverse the property in any direction under, over, across or through any lot shall be located only within the easement areas described above. For the duration of these restrictions, no such utilities shall be permitted to occupy or otherwise encroach upon any of the easement areas reserved without first obtaining the prior written consent of the Developer; provided, however, local service from utilities, not including cable television, within easement areas to dwellings constructed upon any such lots may be established without obtaining separate consents therefor from the Developer.

No structures, including walls, fences, or plantings shall be erected or grown upon any part of the property which will interfere with the rights and use of any and all of the easements or rights-of-way herein reserved by the Developer.

13. UNINTENTIONAL VIOLATION OF RESTRICTIONS. In the event of the unintentional violation of the foregoing restrictions with respect to any lot, the Developer, its successors or assigns, reserves the right (by and with the mutual written consent of the owner or owners for the time being of such lot) to change, amend, or release any of the foregoing restrictions as the same may apply to that particular lot.

14. EFFECTIVE PERIOD AND ENFORCEMENT OF RESTRICTIONS. The foregoing restrictions shall be construed to be covenants running with the land and shall be binding and effective until December 15, 1990, at which time they shall be automatically extended for successive periods of ten years each unless it is agreed by the vote of a majority in interest of the then owners of the above described property to change, amend or revoke the restrictions in whole or in part.

If any person, firm, or corporation shall violate or attempt to violate any of these restrictions, it shall be lawful for any other person, firm or corporation owning any property within the subdivision above named or other property of the same subdivision as may be shown on other maps recorded in the Public Records of the County wherein such subdivision properties are situate (or having any interest therein) to prosecute the violating party at law or in equity for any claim which these restrictions may create in such other owner or interested party either to prevent said person, firm or corporation from so doing such acts or to recover damages or other dues for such violation.

Invalidation of any one or more of these restrictions by judgment or court shall in no way affect any of the other provisions not expressly held to be void, and all such remaining provisions shall remain in full force and effect.

15. HEADINGS AND BINDING EFFECT. Paragraph headings are inserted for reference convenience and are not to be construed as substantive parts of the paragraphs to which they refer. The covenants, agreements and rights set forth herein shall be binding upon and enure to the benefit of the respective heirs, executors, successors and assigns of the Developer and all persons claiming by, through or under Developer.

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name by its Vice President and its corporate seal to be hereunto affixed and attested by its Secretary, on the day and year first above written, all in pursuance of authority duly given by resolution of its Board of Directors.

Signed and Sealed in the presence of

*[Signature]*  
*[Signature]*

THE ERVIN COMPANY, a Delaware corporation

*[Signature]*  
Vice President

Attest  
*[Signature]*  
Secretary

PROBATE

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

Personally appeared the undersigned witness and made oath that

(s)he saw the within named grantor(s) sign, seal and as the grantor's(s) act and deed deliver the within deed and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 14 day of December

19 70

*[Signature]* (SEAL)  
Notary Public for South Carolina

*[Signature]*  
Witness

My commission expires: 11/18/80

Recorded December 23rd, 1970 at 11:20 A. M. #14717

Declaration of Restrictions  
Mountainbrooke