

STATE OF SOUTH CAROLINA) Protective Covenants applicable to
COUNTY OF GREENVILLE) FORREST COVE subdivision

The undersigned, being the owners of that certain property containing 26.08 acres more or less, acquired by deed from C. Burton Keppler dated 9/11/79 recorded 9/14/79 in deed vol. 1111 page 610, in O'Neal Township, Greenville County, South Carolina, to be known as FORREST COVE, hereby impose the following restrictions upon the lots, which shall be binding on all parties and all persons claiming under them until September 1, 1990, at which time said covenants shall be automatically extended for successive periods of ten (10) 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 owner of any lot or lots in said subdivision 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 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 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.

1. No lot shall be used except for single-family residential purposes. No trailer or mobile home shall be placed on any lot. No building shall be located on any lot nearer the street than the building set-back line as shown on the plat. No building shall be located nearer to any interior side lot line than the distance represented by ten percent (10%) of the width of the lot at the building setback line.

2. No dwelling shall be erected on any lot with less than 1200 square feet of heated space.

3. No building shall be erected, placed or altered on any lot until the building plans, specifications and plot plan 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 WADE H. STACK and JOHN S. TAYLOR, JR., or by a representative designated by them.

In the event said committee, or its designated representative fails to approve or disapprove in writing, such design and location within thirty (30) days after said 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 have 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.

Neither the committee nor a designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

The powers and duties of such committee and of their designated representatives shall cease on or after September 1, 1990. Thereafter the approval described in these covenants shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the said numbered lots, and duly recorded appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said committee.

The committee reserves the right to alter, modify, waive or change any restriction herein stated.

4. No unsightly outbuilding or utility building shall be erected on any lot.

5. Sewage disposal shall be by septic tank approved by Greenville County Health Department.

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