

STATE OF SOUTH CAROLINA)
 COUNTY OF GREENVILLE --)
 Protective covenants applicable to a
 subdivision known as BARWOOD as shown
 on plat recorded in the R. M. C.
 Office for Greenville County in plat
 book 000 at page 33.

The following restrictions and protective covenants are hereby imposed by the undersigned upon all lots, except Lot No. 27 which has been previously sold to the Assembly of God Trustees and Lots Nos. 12 through 15, previously sold to Lake E. Ellis and Lula D. Ellis, in the subdivision known as Barwood as shown by a plat thereof prepared by Piedmont Engineers & Architects and recorded in the RMC Office for Greenville County in Plat Book 000 at page 33. The undersigned, Carolina Rentals, Inc. is the owner of Lots Nos. 1 through 11 and 16 through 26 and 28 through 37. These covenants are to run with the land and shall be binding on all lot owners and all persons claiming under them until January 1, 1987, after which time said covenants shall be automatically extended for successive periods of ten years unless, by a vote of the then owners of a majority of said lots, it is agreed to change said covenants in whole or in part.

If the owners of any of said lots shall violate any of the covenants herein, it shall be lawful for any person or persons owning any of said lots to prosecute any proceedings at law or in equity against the persons or person violating or attempting to violate any such covenants or restrictions and either prevent him or them from doing so or to recover any actual damages suffered by reason of such violations. Invalidation of any one of these covenants by judgment, Court Order or otherwise, shall not in any way affect any of the other provisions which shall remain in full force and effect.

1. All lots in said tract shall be known and described as residential lots, (except Lot No. 27 and 12 through 15, which have previously been sold.) No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars; provided that one dwelling may be erected upon adjacent lots not exceeding three in number.

2. No building shall be located on any lot nearer to any front street than 25 feet or nearer to any side street than 15 feet as shown on the recorded plat and in no event shall any building be nearer to any side lot line than 8 feet, except that a detached garage or other accessory building which is located on the rear one-fourth of the lot may be erected 5 feet from a side or rear lot line. No dwelling shall be located on any lot nearer than 25 feet to the rear lot line.

3. No dwelling shall be erected which contains less than 1,200 square feet on its ground floor, exclusive of porches, carports, attached garages, and breezeways, except on lots 1 and 2 a dwelling may be erected containing not less than 1,100 square feet.

4. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in this subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character or nature be used as a residence.

5. No noxious or offensive trade or activity shall be carried on upon any of the lots in this subdivision nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6. An easement, 5 feet in width, for the installation and maintenance of utility and drainage facilities are reserved along the side and rear lines of each lot.

(Continued on next page)