

PROTECTIVE COVENANTS APPLICABLE TO LOTS  
IN FORESTDALE HEIGHTS AS SHOWN ON PLAT  
OF FORESTDALE HEIGHTS RECORDED IN RMC  
OFFICE FOR GREENVILLE COUNTY, S. C.,  
IN PLAT BOOK "KK", PAGE 193.

-----

The undersigned, L. A. Moseley, Inc., and P. D. Tankersley, being the owners of the lots shown on plat of Forestdale Heights, do hereby agree that the covenants and restrictions hereinafter set forth shall be binding on all parties and all persons claiming under them until August 1, 1983, 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 parties hereto, or any of them or their heirs, successors or assigns, 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 development or 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 building shall be located on any residential building lot nearer than the building setback line as shown on the recorded plat.
2. No dwelling shall be permitted on any lot at a cost of less than \$9,500.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded, at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 950 square feet for a one story dwelling.
3. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
4. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 10,000 square feet or a width of less than 70 feet at the front building setback line.
5. No building shall be erected, placed or altered on any lot in Forestdale Heights 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 two of the following: L. A. Moseley, Lowell H. Tankersley and Frank P. Hammond,

(Continued on next page)