

STATE OF SOUTH CAROLINA ) RESTRICTIVE AND PROTECTIVE COVENANTS  
 COUNTY OF GREENVILLE ) APPLICABLE TO ROLLING GREEN REAL  
 ESTATE CO.

The following restrictive and protective covenants are hereby imposed upon all of the lots of a subdivision of Rolling Green Real Estate Co. as shown on plat thereof recorded in the R. M. C. Office for Greenville County in Plat Book XX, Page 33; provided, however, that with reference to Lots 10, 11 and 12 these restrictions shall only apply to that portion of said lots lying within 200 feet of Rolling Green Circle, and provided further that with reference to Lot 9 they shall not apply to such portion of said lot which lies south of the creek which crosses said lot as shown on the plat.

These protective covenants and restrictions are imposed not only for the benefit of the grantor but also for the benefit of each and every purchaser of or owner of any of the said lots and their heirs and assigns. These protective covenants are to run with the land and shall be binding on all parties or persons claiming under them until January 1, 1976, at which time same shall be automatically extended for successive periods of ten years each unless by a vote of the owners of a majority of said lots it is agreed to change said covenants in whole or in part.

If the owner or occupant of any of said lots shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any of said lots to prosecute any proceedings at law or in equity against the person or persons 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 any 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.

The restrictive and protective covenants are as follows:

1. All lots shall be used for residential purposes only and only single-family residences shall be constructed thereon.
2. No one-story, split-level, or story and a half residence shall be constructed which contains less than 1650 square feet of floor space, exclusive of carports, breezeways, attached garages or porches. In computing the square footage of any split-level residence, credit shall be given for one-half the square footage of any basement which is finished and heated. In computing the square footage of any story and a half residence, no credit shall be given for the area above the ground floor. No two-story residence shall be constructed which contains less than 1200 square feet of floor space on the ground floor nor less than 1200 square feet of floor space on the second floor, exclusive of carports, breezeways, attached garages or porches.
3. No residence more than two stories in height, nor any detached garage or other out-buildings more than one story in height, shall be erected in this subdivision.
4. No building shall be located nearer the front lot line than 75 feet, nor nearer to any side or rear lot line than 10 feet.
5. No dwelling shall be constructed on any lot having a frontage of less than 125 feet and an area of less than 30,000 square feet.
6. No trailer, basement, tent, shack, garage, barn or other outbuildings erected on any of the lots shall at any time be used as a residence, temporarily or permanently, nor shall any structure of temporary character be used as a residence.
7. No noxious or offensive trade or practices which shall constitute a nuisance

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