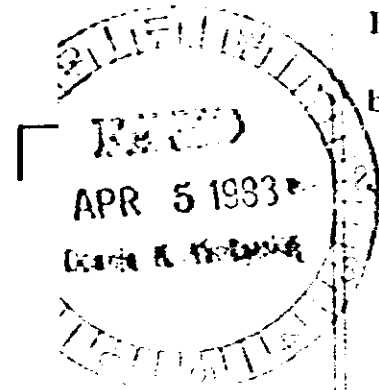


Restrictive and protective covenants applicable to property located on Bordeaux Drive 3.46 acres and on Marseille Drive 1.45 acres lying and being on each side of lot (1.89 acres) presently owned by James B. and Judy H. Matthews, being a portion of a tract of property owned by Jenks, Inc.



The following restrictive and protective covenants are hereby imposed on those certain tracts of property consisting of approximately 1.45 acres, and 3.46 acres, on a plat for Jenks, Inc., by C. O. Riddle, RLS, dated May 11, 1979, owned by the undersigned, Jenks, Inc., as shown on a plat recorded in the RMC Office in Greenville County in Plat Book Q-M, at Page 67. These covenants and restrictions are imposed not only for the benefit of the Grantors, but also for the benefit of each and every successor in title to all or any portion of the tract of approximately 545 acres conveyed to the undersigned by deed recorded in Deed Book 753 at Page 387. The 1.45 acre tract and the 3.46 acre tract upon which these covenants are imposed is a portion of the aforesaid 545 acre tract. By granting these covenants, the undersigned in no way purports to place any restrictions of any kind upon the remainder of said 545 acre tract.

These covenants and restrictions are to run with the land and shall be binding on all parties or persons claiming under them until January 1, 2000, at which time said covenants and restrictions shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the aforesaid 545 acre tract, it is agreed to change said covenants in whole or in part.

If any party owning any interest in the 1.45 acre tract and the 3.46 acre tract upon which these covenants are imposed, or any heirs or assigns of any such party, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said 545 and 3.46 acre tract to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either prevent him or them from doing so or to recover damages or other dues for such violation.

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

GCTO -----3 AP 5 83 024

4.00CD

