

GREENVILLE COUNTY  
11 22 1998

Vol 1093 PAGE 784

STATE OF SOUTH CAROLINA )  
                                  ) CANCELLATION OF EXISTING PROTECTIVE  
                                  ) COVENANTS AND THE DECLARATION AND  
COUNTY OF GREENVILLE ) IMPOSITION OF NEW PROTECTIVE COVENANTS

The undersigned, being the sole owner of all property subject to the protective covenants applicable to a subdivision known as Homestead Acres II, which covenants are recorded in the R.M.C. Office for Greenville County in Deed Book 1039 at page 663, and which were re-recorded for correction in Deed Book 1047 at page 70, and which were amended and recorded in Deed Book 1055 at page 431, does hereby cancel and terminate said covenants and declares same to be null and void and of no further force and effect. The following new protective covenants are hereby accepted by the undersigned and imposed on the lots shown on a plat titled Revision to Homestead Acres II, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 6H, at page 77.

These covenants are to run with the land and shall be binding on all persons claiming under them until January 1, 1998, at which time said covenants shall be automatically extended for successive periods of ten 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 or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any 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 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. The numbered lots as shown on said plat shall be used solely and exclusively for single family, detached, residential dwellings and shall not be used for commercial and business purposes, provided, however, that nothing herein shall be construed to prevent the owner, that is to say, Premier Investment Co., Inc., its successors or assigns, from maintaining temporary offices and storage on any lot, or lots while the subdivision is being developed. Also, it is understood and agreed that any of the lot or lots so designated by Premier Investment Co., Inc. may be used to establish recreation facilities for the benefits of the subdivision.

0784

4328 RV-2