

Protective Covenants

The following building restrictions or protective covenants are hereby imposed on lots as shown on a plat of Dove Tree recorded in Plat Book 4R at Pages 8, 9, 10 in the RMC Office for Greenville County, South Carolina.

These covenants are to run with the land and shall be binding on all persons claiming under them until January I, 1986, 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 constructed to prevent the owner, that is to say, Dovetree Realty Company, a partnership, 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 Dove Tree Realty Company, a partnership, may be used to establish recreation facilities for the benefits of the subdivision.

2. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building shall have been approved in writing as to conformity and harmony of external design and materials 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 the partners of Dove Tree Realty Company, a partnership or by a representative designated by said committee. In the event of the death or resignation of any member of said committee, the remaining members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee or its designated representative, fails to approve or disapprove of such design and location within thirty days after such plans and specifications have been submitted to it, or, in any event, of no suit to enjoin the erection of such buildings or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the member of such committee nor their designated representative will be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and of its designated representative, shall cease on and after January I, 1986. Thereafter the approval described in these covenants shall not be required unless prior to said date and effective

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thereon a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

3. No building shall be located nearer to the front lot line nor nearer to the side street line than the building setback line shown on the recorded plat. In any event, no building shall be located on any residential plot nearer than 20 feet to any side street line. All residences shall face toward the front of the lot with the exception of the corner lots on which the facing of the residence is indicated by an arrow as shown on the recorded plat. No building shall be located nearer than 10 feet nor nearer than 10 percent of the average width of the lot, whichever is greater, to any inside lot line, except detached garages and other outbuildings which shall not be located nearer than 75 feet to the front lot line nor nearer than five feet to any side or rear lot line. The building committee designated in Paragraph 2 shall have authority to waive the requirements of this paragraph and of the recorded plat as to the facing of these buildings and as to the side line and setback line requirements.

4. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. 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. No fence over three feet in height shall be placed nearer the street than the building setback line as shown on the plat.

6. The ground floor area of the main structure of any detached single-family residence, exclusive of one-story open porches and garages, shall be not less than 1,100 square feet. In computing the area of split level houses, the total number of square feet contained in the lower level shall be computed at one-half and when so computed the minimum area of the entire split-level house shall be no less than 2,200 square feet. In houses having two stories, the ground floor area shall be no less than 1,400 square feet and the total finished area shall be not less than 2,200 square feet. In computing the area under this paragraph, all basements, porches, carports, garages and breezeways shall be excluded.

7. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet and side five feet of each lot.

8. These lots shall not be recut so as to face in any direction other than as shown on the recorded plat.

9. All sewage disposal shall be sewage disposal system approved by the State Board of Health.

10. Any residence constructed upon any lot must be completed on the exterior and the lot landscaped within eight months after the date the footings are poured. A fine of \$100.00 for each month or Portion thereof shall be imposed when any house and landscaping remains incomplete after the expiration of the eight months and this fine is hereby levied against the said lot, and the said fine shall

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constitute a lien against this lot; provided, however that the said lien shall not affect or prejudice the rights or liens of other lien creditors. Any fines so collected shall be used by the building committee constituted in Paragraph 2 for the beautification of the subdivision; provided, further, the said committee shall have the rights and authority to waive the said fine at any time either before or after it shall accrue.

11. No bathing Pools shall be constructed or maintained on any lot unless it is surrounded by a slightly screening fence.

12. All driveways in the lots shall be paved with either asphalt or concrete paving.

13. No fence or wall shall be constructed or maintained along the front property line of any lot nor shall any hedge or fence higher than three feet be built or maintained between the building line and the street.

14. No house trailer, disabled vehicle or unsightly machinery or junk shall be placed on any lot, either temporarily or permanently, and the building committee designated herein shall, at the owner's expense, remove any such house trailer, disabled vehicles, or unsightly machinery or junk, from any lot; however, this shall not be construed as prohibiting the parking or keeping of travel trailers, so long as they are not used as a residence either temporarily or permanently, and are maintained in a slightly manner.

15. These lots shall not be recut with in the written consent of a committee composed of the partners of Dove Tree Realty Company, a partnership, or by a representative designated by said committee. In the event of the death, resignation or disability of any member of said committee, the remaining member shall have full authority to approve or disapprove the re-cutting of any of these lots or to designate a representative with like authority. The authority of said committee to approve or disapprove the re-cutting of any of these lots shall be final and such authority shall vest solely within the discretion of said committee, and no person shall have recourse against any other person in any manner whatsoever either at law or in equity for said committee's failure to approve the re-cutting of any of these lots.

16. No animals shall be kept, maintained or quartered on any lots, except that cats, dogs and caged birds may be kept in reasonable numbers as Pets for the pleasure of the occupants.

17. There shall be an eleemosynary corporation established for the benefit of the residents of the subdivision, the name of which shall be Dove tree, Inc. The owner of every residence located in said subdivision shall be a member of said corporation, and shall be entitled to one vote, regardless of the number of lots used in connection with his residence. When title to the property is vested in two or more persons jointly, the vote shall be exercised as they among themselves determine but in such case no more than one vote shall be cast per residence. Membership shall be appurtenant to and may not be separated from ownership of the property which is subject to assessment. As long as Dove Tree Realty Company, a partnership, or its successors shall be the owner of at least 100 of the lots in said subdivision, it shall be a member of the corporation, unless in its discretion, it shall withdraw from

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membership, and it shall be entitled to one vote for each lot owned by it.

18. An annual assessment consistent with the By-laws of Dovetree, Inc. shall be levied by Dovetree, Inc. against the owner(s) of each residence in the subdivision. This assessment shall be based on the residence only but shall be a lien upon all lots or portions of lots used by an owner in connection with his residence. Said assessment shall be due and payable to Dovetree, Inc. on January 1 of each year. Any assessment not paid within thirty (30) days after the due date thereof shall bear interest from the due date at the highest legal rate. The acceptance of a deed by a-grantee shall bear interest to be a covenant by the grantee(s) to pay said assessment, which shall run with the land and be binding upon the grantee, his successors, heirs and assigns. No person may waive or otherwise escape liability hereunder by the non-use of the facilities of the corporation or abandonment of the property. Nothing herein contained shall be construed to assess lots owned by Dovetree Realty Company, a partnership, or its successors, for the purpose of developing same.

19. The corporation shall have the right to suspend the voting rights and right to the use of the recreational facilities of a resident for any period during which any assessment against his property remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. In addition, the corporation shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this instrument. In the event of non-payment of any assessment as set forth herein, the corporation may bring an action at law against the owner(s) personally obligated to pay same or foreclose a lien against the property in the same manner that a real estate mortgage is foreclosed and interests, costs and attorneys' fees shall be added to the amount of such assessment. The lien of the corporation against the property must be established by, and shall be effective from the time of, filing of a Notice of Lis Pendens in the office of the Clerk of Court of Greenville County. Failure by the corporation, or any owner, to enforce any covenant or lien herein contained shall in no event be deemed a waiver of its right to do so.

20. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage, lien of laborers, contractors or materialmen furnishing labor and materials in connection with the construction of improvements located on said property, unless prior to the filing thereof Notice of Lis Pendens has been filed by the corporation for foreclosure due to nonpayment of its assessment. Sale or transfer of any residence shall not affect the assessment lien; however, the sale or transfer of any lot pursuant to foreclosure of a mortgage or materialmen's or mechanic's lien or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer unless prior to commencement of said action a Notice of Lis Pendens has been filed by the corporation as set forth above. Nothing herein shall affect the right of the corporation to enforce the collection of any charges that shall become payable after the acquisition of title by a subsequent bona fide purchaser for value.