

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DECLARATION OF COVENANTS
AND RESTRICTIONS OF
MATTHEWS CREEK SUBDIVISION

THE FOLLOWING protective covenants and building restrictions are hereby imposed on all numbered lots shown on a plat of MATTHEWS CREEK, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 35-W, Page 18.

These covenants are to run with the land and shall be binding on all persons claiming under them until January 1, 2017, at which time said covenants shall automatically extend for periods of ten (10) years unless by vote of the majority of the then owners of the lots, it is agreed to change said covenants and building restrictions in whole or in part. In such vote, each lot shall be entitled to one (1) vote and only one (1) vote, irrespective of ownership.

If the parties hereto, or any of them, or their heirs or assigns or successors, 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 subdivision to prosecute any proceedings at law or in equity against the person or persons or corporations violating or attempting to violate any such covenants and either to prevent him, them or it from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants or building restrictions by judgment or court order shall in no wise affect any of the provisions herein which shall remain in full force and effect.

PURPOSE OF RESTRICTIVE COVENANTS

1. All numbered lots in this subdivision shall be known and described as residential lots and shall be used exclusively for single family residential dwellings. These lots shall not be divided or reduced in size without the prior written consent of the developer or its assigns. For the purposes of these restrictions, rental of the property shall be considered a residential purpose.

2. No structures shall be erected on this lot other than a detached residential dwelling not exceeding two and one-half stories in height with attached or detached garage and/or servant's quarters of similar design and appearance. all location plans, building plans, specifications, exterior color or finish, landscape plans, plot plans (showing the proposed location and elevation of buildings, fences, walks, drives and parking areas) and construction scheduled shall have been approved in writing by the Grantor, its successors or assigns. Refusal or approval of plans, locations or specifications may be based by the Grantor upon any grounds, including purely aesthetic considerations, which the Grantor in its sole and uncontrolled discretion shall deem sufficient. No alterations in the exterior appearance of any building or structure or the erection of fences, hedges or the construction of any garages, storage buildings, boat sheds or any other structure on the lot shall be made without like approval by the Grantor. One copy of all plans and related data shall be furnished the Grantor for its records. No plans will be approved unless a proposed dwelling shall have a minimum of One Thousand One Hundred square feet of

"enclosed" area* within a dwelling provided, however, that such term does not include garages, boat sheds, terraces, decks, open porches and the like area.

3. No structures of a temporary character shall be placed on any lot at any time, provided, however, that this prohibition shall not apply to shelters or temporary structures used by the contractor during the construction of permanent structures, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain after completion of construction. The design and color of structures temporarily placed on a lot by a contractor shall be subject to reasonable aesthetic control by the Grantor.

4. No mobile homes or trailers shall be placed on any lot at any time, either temporarily or permanently.

5. Prior to the occupancy of a residence on any lot, proper and suitable provisions shall be made for the disposal of sewage by connection with the sewer mains or if no such main has been constructed in the vicinity of such lot, then such disposal shall be made by means of a septic tank or tanks constructed on such lot for the disposal of all sewage and all sewage shall be emptied or discharged into such main or tanks. No sewage or other waste material shall be emptied or discharged into any river, stream, creek, lake or shore lines thereof.

6. No residence constructed on any lot, including porches or projections, shall be erected less than twenty-five (25) feet from the front lot line nor twenty (20) feet from the rear lot line. No residence shall be located less than fifteen (15) feet from the side street line nor less than ten (10) feet from the side line, except in the event two lots are purchased for the purpose of erecting thereon one single family dwelling. The dividing line between said lot shall not be considered as a side line. Provided however, that since the establishment of standard and inflexible building set back lines for location of houses on all lots tends to force construction of houses both directly behind and directly to the side of other homes with detrimental effects on privacy, view of the mountains, preservation of important trees, etc., the GRANTOR reserves the right to vary the building set back lines on each and every lot, as each lot is initially sold or conveyed, and, in order to assure that the location of the houses will be staggered where practical and appropriate so that the maximum amount of view and breeze will be available to each house, and that structures will be located with regard to the topography of each individual lot, taking into consideration the slope of the lot, the location of large trees and similar consideration, the GRANTOR reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site and location within the stipulated building restriction lines of any house or other structure upon all lots, provided however, that such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site and provided further, that in the event an agreed location is stipulated in writing in the contract of purchase, the GRANTOR shall approve automatically such location for a residence.

7. The exterior of all houses and other structures must be completed within one year after the construction of same shall have commenced, except where such completion is impossible

or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.

8. No fuel tanks or similar receptacles may be exposed to view and may be installed only within the main dwelling house, within the accessory building, within the screened area required in paragraph 11 herein, or buried underground.

9. Each lot owner must construct, at the time of constructing an approved home, a screened fence to shield and hide from view a small service yard, and all clothes lines, garbage receptacles, yard maintenance equipment, etc. shall be kept within the screened area. Plans for such fence delineating the size, design, texture, appearance, and location must be approved by the GRANTOR prior to construction.

10. Satellite dish may be attached to or installed upon any lot, with approval of location by Grantor.

11. No animals, livestock, or poultry of any kind shall be raised, bred, pastured within the property except a reasonable number of common household pets such as dogs and cats. Only two horses may be kept per one and one-half (1½) acre tract.

12. No hunting by any means or discharge of firearms of any type shall be allowed on any lots.

13. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or devices or things of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the other property in the neighborhood by the owners thereof.

14. It shall be the responsibility of each lot owner to prevent the development of any unclaimed, unsightly, or unkept conditions of buildings or ground on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or of the specific area.

15. No exterior horns, whistles, bells or other sound devices except security devices used exclusively to protect the security of the property or improvements, and except for bells or chimes on chapels, shall be placed or used on any portion of the lot.

16. It is understood and agreed that the foregoing conditions, covenants and restrictions shall be appurtenant to and run with the said premises; and that, in the event of violation of any of said conditions, covenants and restrictions, the said Grantor, its successors or assigns, shall have the right of abatement and the right to enforce compliance by injunction or any other appropriate legal action.

17. It is understood and agreed that these conditions, covenants and restrictions are made solely for the benefit of the Grantor and the Grantee(s) herein and may be changed at any time by mutual consent in writing of the parties hereto, their heirs, successors or assigns.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

IN WITNESS WHEREOF, the undersigned have hereunto placed their hands and seals this 22nd day of ~~May~~ August, 1997.

MATTHEWS CREEK SUBDIVISION

By: [Signature]
 Frank Guarino, Managing Partner of
 Triple G Investors
[Signature]
 Marvin A. Mills

Witness:

[Signature]
[Signature]

FILED FOR RECORD IN GREENVILLE
 COUNTY SC RMC OFFICE AT 02:04 PM
 08/29/97 RECORDED IN DEED
 BOOK 1712 PAGE 0193
 DOC # 97062235

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GREENVILLE) PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named individuals sign, seal and as their act and deed deliver the within written instrument and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 22nd day of ~~May~~ August, 1997.

[Signature]
 Notary Public for South Carolina
 My Commission Expires: 4/22/04

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