

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

RESTRICTIVE COVENANTS

That Davenport Properties, Inc., the owner of all property shown on a plat of the Subdivision known as Foxwood, dated and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 12 B, Page 77, does hereby impose on the property shown on said plat the covenants and restrictions hereinafter set forth, which shall be binding on all parties and all persons claiming under them until January 1, 2015, 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. In such vote, each lot shall be entitled to one vote.

If the undersigned, its successors or assigns, or any lot owner in said subdivision or anyone else shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning any lot situate in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any covenant and either to prevent him or them from so doing or to recover damages or dues for such violation.

Invalidation of any one of these covenants shall in no wise affect any of the other provisions, which shall remain in full force and effect.

I.

PURPOSE OF RESTRICTIVE COVENANTS

The fundamental object and purpose of these restrictive covenants is to create a harmonious whole in the development or subdivision, to prevent the building of any structure which would look odd, or out-of-keeping, to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, to preserve the value of the property owned and developed by the owner of the lots in the subdivision and to secure to each lot owner the full benefit and enjoyment of his home.

USES PERMITTED AND PROHIBITED

1. All numbered lots (except for common and/or recreational areas provided for in Article VIII, hereinafter) in this subdivision shall be known and described as residential lots and shall be used exclusively for a single family residential dwelling.

2. No trailer, tent, shack garage, barn, or other outbuilding erected upon any lot shall at any time be used as a residence. either temporarily or permanently. No structure of a temporary nature shall be used as a residence.

3. No house trailer shall be placed on any lot, either temporarily or permanently. Any camping trailer, boat, motorcycle, motor bicycle and/or similar equipment used for the personal enjoyment of a resident of a lot shall at all times be parked to the rear of the dwelling or completely within a garage and shall not be parked in the front or side thereof. Such equipment shall at all times be neatly stored and positioned to be inconspicuous. No tree houses or storage sheds shall be erected on any lot unless previously approved in writing by the Architectural Committee.

4. No noxious or offensive activity shall be carried on anywhere on the property subject to these covenants, nor shall anything be done thereon which may be or become a nuisance or menace to the neighborhood. No numbered lot or any part thereof shall be used for any business or commercial purpose or for any public purpose, which shall include the renting out of a residence or outbuilding to parties.

5. All fuel oil tanks or containers shall be covered or buried underground consistent with normal safety precautions.

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

7. The total area of all driveways shall be paved by plant mix concrete, asphalt or such other materials as may be approved in writing by the Architectural Committee.


8. Garbage, trash cans, wood piles and clothes drying yards must be located that they will not be visible from the street.

9. Property owners will be required to keep tall shrubbery or hedges trimmed to reasonable limits where air circulation

or view from surrounding property may be adversely affected or where traffic hazards may be created.

10. Provisions must be made by the property owners for off-street parking of cars belonging to domestic servants, and the parking of such cars on the street rights-of-way for long periods of time during the day or night will not be permitted.


11. No exterior lights mounted on telephone poles or similar stands or lights operated by photocells (or similar devices) will be permitted. The only permitted exterior lighting will be by standard exterior lampposts or by spotlights mounted on the residence structure, approved in advance by the Architectural Committee.

 12. ~~No lot owner will engage in any activity which will result in the deposit or accumulation of trash, refuse, debris or other objectionable matter.~~

III.

SETBACKS, LOCATION AND SIZE OF IMPROVEMENTS AND LOTS

1. No building shall be erected on any lot nearer to the front lot line than the building setback line as shown on the recorded plat, and any such building shall face toward the front line of the lot, except that buildings to be constructed on corner lots shall face in the direction designated by the Architectural Committee. No residence shall be nearer to any side lot line than a distance equal to 10% of the width of the lot measured at the building setback line.

 2. ~~Any detached garage or other outbuilding erected shall be at least 75 feet from the front lot line, and shall be approved in writing in advance by the Architectural Committee.~~

3. No wall, fence or hedge shall be erected across or along the front of any lot and nearer to the front lot line than the building setback line. Any such wall, fence or hedge proposed to be erected or placed on any such lot, whether as part of the original residence design or a later addition, must receive the approval in writing of the Architectural Committee.

4. No lot shall be resubdivided so as to create any lot less than 12,000 square feet in size. This provision is not intended to prevent cutting off a small portion or portions of any lot for the purpose of conveying the same to an adjoining lot owner, but under no circumstances may an owner of any lot, except Davenport Properties, Inc., its assigns or any of them, sell, lease or permit the use of any part of

said lot as a way, street or entrance to any property covered by these restrictions.

5. Easements for the drainage of surface water as shown on the plat are hereby reserved.

6. Davenport Properties, Inc. hereby reserves and is given a perpetual, alienable and releasable easement for the installation of utilities (including water, electric, telephone, gas and sewer lines) over, in and under a five (5) foot strip parallel to and tangent with all side lot lines of any numbered lot and over, in and under a ten (10) foot strip parallel to and tangent with all rear lot lines of any numbered lot, as well as in and to all easements for water, gas, drainage, electricity and sewage as specifically shown on the recorded subdivision plat.

~~Davenport Properties, Inc. shall have the unrestricted and sole right and power of alienating, conveying and releasing the easements reserved under the terms of this paragraph. All such easements, including those designated on the plat, are and shall remain private easements and the sole and exclusive property of Davenport Properties, Inc., its successors and assigns, unless conveyed and/or alienated to third parties for the purpose of providing utility reserves; provided all easements shall be for the benefit of any property served thereby. If a lot is resubdivided or replatted, the side and rear easements as above provided shall thereafter apply only to a lot as resubdivided or replatted instead of applying to the numbered lot as originally platted, except that no resubdivision or replatting shall affect specific easements shown on the recorded plat.~~

7. The following floor space requirements shall apply to the residences in this subdivision. In calculating the minimum floor space, there shall be included the heated area of the residence. Porches, garages and breezeways shall be excluded from the calculation, except as hereinafter provided in this paragraph for heated and finished areas.

One story residences: 1500 square feet

Two story residences: 1800 square feet

Any exceptions to the above must be approved in writing by the Architectural Committee.

IV.

APPROVAL OF PLANS

1. The Architectural Committee shall be composed of Butch Clark, Frank P. Hammond and Brad Sanders AIA as the initial members of the Committee. Members of the Architectural Com-

mittee may be substituted from time to time by the Developer and their successors in office. Two members of the Architectural Committee shall constitute a quorum, and a vote of the two members is necessary to transact any business of the Committee. The Architectural Committee is hereby empowered to delegate any of its authority or authorities herein conferred to a third party or parties duly authorized by the committee.

2. No improvements shall be erected, placed, altered or changed on any lot in this subdivision until and unless the building plans, specifications and plot showing the proposed type of construction, exterior design and location of such residence have been approved in writing by the Architectural Committee. In addition, a landscape development must likewise be submitted to and approved by the Architectural Committee showing the location of proposed fences, boundary or patio walls, hedges, shrubbery, walkways, driveways, parking areas and important trees.

3. In order to prevent duplication of buildings or improvements to be constructed in this subdivision, the Architectural Committee is vested with full authority to approve or disprove plans for the construction of any building or improvement with its major features so similar to a existing building or improvement as to be considered a substantial duplication thereof in the discretion of the Committee. The Architectural Committee shall further have the right to refuse to approve any such plans, specifications, plot plans or landscape plans which in its opinion and discretion are not suitable or desirable and, in so passing upon such plans, specifications, plot plans or landscape plans, the Committee shall take into consideration the suitability of the proposed building or other improvement, the materials of which it is to be built, whether or not it is in harmony with the surroundings, and what effect it will have on other residences already constructed and what effect it will have on the outlook from adjacent or neighboring property.

4. In the event the Committee fails to approve or disapprove such plans within thirty (30) days after they have been submitted to it, or if no suit to enjoin the erection or alteration of such building or improvement has been commenced before such erection or alteration is substantially completed, approval of the Architectural Committee will be conclusively presumed, and this covenant will be deemed to have been fully complied with. The term "building or improvement" shall be deemed to include the erection placement or alteration of any wall, fence, driveway or parking area.

5. Upon the approval by the Committee of any proposed construction or alteration, the Committee shall issue to the applicant a written permit. No construction or alteration

shall be carried on until and unless such a permit is obtained.

6. The Committee is authorized by majority vote of its members to approve, waive or ratify any minor violations of any of the requirements set forth in these Restrictive Covenants if in the opinion of the Committee the same shall be necessary to prevent undue hardship because of topography, the shape of any platted lot or the setback lines as shown on the recorded plat and if in the opinion of the Committee such violation will cause no substantial injury to any other lot owner. The approval or ratification by the Committee in accordance with this paragraph shall be binding on all persons.

7. Application for approval should be made to Davenport Properties, Inc., 902 North Pleasantburg Drive, Greenville, S. C. 29615, or at such other place as said Davenport Properties, Inc. may have its office, and at the time of making such application, the building plans, specifications, plot plans and landscape plans shall be submitted in duplicate. One copy of such plans and specifications will be retained by the Committee and the other copy will be returned to the applicant with approval or disapproval (with reasons) plainly noted therein.

V.

MISCELLANEOUS

1. No signs shall be permitted on any residential lots except that a single sign offering property for sale maybe placed on any such lot provided such sign is not more than 24 inches wide by 20 inches high.

2. The property within the subdivision is hereby declared to be a wildlife sanctuary and any hunting of birds or other wildlife is hereby prohibited.

3. Nothing herein contained shall be construed to prevent Davenport Properties, Inc. or its successors and assigns, from maintaining temporary offices on any lot while the subdivision is in the process of being developed.

4. Names or numbers painted on mailboxes and/or any other house numbers will be painted in a professional manner. The Architectural Committee may, in its discretion, from time to time require a uniform post office box or mail receptacle in accordance with such size and design as shall be required and provided by the Architectural Committee.

5. All residences must include a garage or carport.

6. Any residence constructed upon any lot must be completed on the exterior and the lot landscaped within twelve (12) months after the date footings are poured. A fine of One Hundred (\$100) Dollars for each month or portion thereof shall be imposed by Davenport Properties, Inc. when any house or landscaping remains incomplete after the expiration of the said twelve (12) months, and this fine is hereby levied against the said lot. Any fines so collected hereunder shall be donated to the Architectural Committee for the beautification of the subdivision; provided further, Davenport Properties, Inc. shall have the right to waive such fines in its sole discretion.

7. No lot or parcel of land shown on the recorded subdivision plat shall be used as a road, driveway or access to adjoining property or properties without the prior written consent of the developer.

IN WITNESS WHEREOF, the undersigned corporation does hereby set its hand and seal to these Restrictive Covenants, this the 19th day of Nov., 1986.

IN THE PRESENCE OF:

DAVENPORT PROPERTIES, INC. (SEAL)

By: Seal P. Hammond
Its Frank P. Hammond

By: President
Its

By: Francis E. Clark
Its Sec.

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) PROBATE

PERSONALLY appeared before me the undersigned witness,
who, on oath, states that (s)he saw the within-named Davenport Property
Inc., by Frank P. Hammond and Francis E. Clark
sign, seal and as their act and deed, sign the within-written
Restrictive Covenants and that (s)he, with the other witness
subscribed above, witnessed the execution thereof.

Beverly C. Priest

SWORN to before me this 19th
day of Nov, 1986.

[Signature]
Notary Public for South Carolina
My Commission Expires: 11-1-93

RECORDED NOV 20 1986 at 4:47 P/M

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