STATE OF SOUTH CAROLINA)
) RESTRICTIVE AND PROTECTIVE
) COVENANTS RIVER OAKS
COUNTY OF GREENVILLE) SUBDIVISION, SECTION 4A

These restrictions and protective covenants are applicable to the numbered lots 132 through 147; lots 190 through 192; and lots 249 through 271, Section 4A of River Oaks as recorded in the RMC Office for Greenville County, South Carolina in Plat Book 37-W at Page 20.

I. USES PERMITTED AND PROHIBITED

1. All numbered lots shall be used exclusively for single family residential dwellings.

2. No trailer, basement, 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 and/or similar equipment, used for the personal enjoyment of a resident of lot, shall at all times be parked behind the dwelling and shall ...t 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 play houses 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 may become a nuisance or menace to the neighborhood. No numbered lot or any part thereof shall be used for any business or commercial purpose.

5. 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.

6. Nothing herein contained shall be construed to prevent the developers, Ellis L. Darby, Jr. and M. Graham Proffitt, III, or their successors and assigns from maintaining temporary sales offices and storage on any lot while the subdivision is in the process of being developed and while houses are under construction within the development.

II. SETBACKS, LOCATION AND SIZE OF IMPROVEMENTS AND LOTS

1. No improvements of any nature shall be erected, placed, ...ered or changed on any lot in this subdivision until and unless the building plans specifications and plot plan showing the

proposed type of construction, exterior design and location of such residence (or other improvement) have been approved in writing by the Architectural Committee as to conformity and harmony of external design and consistence with plans of existing residences (and improvements) on other lots in the subdivision and as to the location of the structure with respect to topography and finished ground elevation. In addition, a landscape development plan or recreational development plan must likewise be submitted and approved by the Architectural Committee showing location of proposed recreational facility, fence boundaries or patio walls, hedges, shrubbery, walkways, driveways, parking areas and important trees.

2. Prior to commencement of any construction on any lot, the owner or his agent must secure and complete an application for residential construction which forms may be obtained from the Architectural Committee. Among other items, the application shall require site plan, roof plan, elevations, floor plans and the number of square feet that the residence shall contain. The lot owner or his agent will be invited to a meeting with the Architectural Committee to discuss its requirements.

3. No lot shall be recut without first obtaining the written permission of the Architectural Committee created under Article IV hereof.

4. Nothing herein contained shall be construed to prohibit the use of more than one lot or of portions of one or more lots as a single residential unit, provided, written approval thereof shall first be obtained from the Architectural Committee and restrictions and the recorded plat.

5. Each lot owner and his contractor, subcontractor, and other agents shall take full responsibility for surface water run off which may adversely affect the adjacent property. Plans to control said run off must be submitted to the Architectural Committee along with other required plans. Notwithstanding any plans as may be submitted, the Architectural Committee may make additional reasonable requirements of lot owners to prevent or control excess run off during construction or thereafter. However, the responsibility for the surface run off will be that of the lot owner and not that of the Architectural Committee.

6. One Thousand Eight Hundred (1800) square feet shall be the minimum heated floor space required on all numbered lots in Section 4A of River Oaks Subdivision.

7. No garage or other outbuilding more than two (2) stories in height shall be erected upon any numbered lot.

8. No above ground swimming pools may be constructed on any numbered lot in Section 4A of River Oaks Subdivision.

9. No home shall be constructed any closer than two (2) feet to the lot line, all fences must be on the lot and not split the lot line.

III. GENERAL REQUIREMENTS

Some of the residences located in River Oaks Subdivision shall be patio homes (also known as courtyard homes, garden homes or zero lot line homes) approved by the Architectural Committee. These homes will be located with their "privacy wall" location designated by the Architectural Committee. No privacy wall shall have any window or view opening looking into adjacent lots and shall not contain any access or entry way, utility meters, air conditions, or exterior power lines, telephone or television cables. Windows may be permitted in privacy walls if permanently shielded with walls of brick and approved by the Architectural Committee.

The owner of the privacy wall shall be responsible for the structural maintenance thereof, and in this connection shall have an easement over the adjoining property to make any needed structural repairs or rebuild the wall if the same becomes necessary. Said owner shall repair any damage done to the adjoining lot owner's property caused by said maintenance or construction. The owner of the privacy wall shall also be responsible for general routine repairs to the wall which faces the owner thereof. The owner shall also be required to perform reasonable maintenance on all grass, trees and shrubs on his entire lot, particularly on the small narrow strips of land outside his privacy walls that adjoin adjacent property owners. The adjoining property owners must grant access across their property for this maintenance when necessary. The adjoining lot owner shall have a continuing exclusive easement which shall be an easement appurtenant to and a covenant running with the land to use and enjoy the side of the wall facing the said adjoining lot owner.

No patio, privacy wall or fence shall be constructed on any lot without first obtaining the written consent of the Architectural Committee which will determine the type of wall or fence and its required height and length along the patio or privacy wall lot line. If the Architectural Committee determines that there have been substantial violations of this covenant or wall, the Architectural Committee shall have the authority to require that the wall be taken down at owner's expense or in the alternative to levy a penalty and present the award to the adjoining property owner for the value of the land taken or damage done.

Some of the residences located in River Oaks shall be sited on the lots in a conventional manner as approved by the Architectural Committee. These homes will use as guidelines those setback and side lot clearances as enforced by the Greenville County Codes Department. An example of this would be a 20' setback from the curb and 10% of the lot width at the building setback line to be used as side lot clearance. In all cases, the Architectural Committee may set, at its sole discretion, these setbacks, both front and rear, and all side lot clearances.

IV. APPROVAL OF PLAN CHANGES

1. The Architectural Committee shall be composed of Ellis L. Darby, Jr. and M. Graham Proffitt, III. In the event of the failure or inability, for any reason, of a member to act, the vacancy created shall be filed temporarily or permanently, as necessary, by the remaining member(s) of the Committee.

All members shall constitute a quorum and a unanimous vote shall be required for the transaction of any business of the Committee.

2. No improvements, buildings, fences, structures whether permanent or temporary, television satellite disc systems, radio antenna or any antenna shall be erected, placed or altered on any lot or lots until and unless the building plans, specifications and plot of such residence, structure, fence or television satellite disc systems have been approved in writing as to the conformity and harmony of external design and consistence with plans of existing residences or other buildings and as to the location of the structure with respect to topography and finished ground elevation by the Architectural Committee.

3. In order to prevent duplication of buildings or improvements to be constructed in this section or adjacent section, the Committee is vested with full authority to approve or disapprove plans for the construction of any building or improvements with its major features so similar to an existing building or improvement as to be construed as a practical duplication thereof in the discretion of the Committee.

4. In the event said Committee fails to approve or disapprove such designs and plans within thirty (30) days after said plans have been submitted to it, or in any event, if no suits to enjoin the erection or alteration of such building or improvement have been commenced before such erection or alteration is substantially completed, such prior approval will not be required and this covenant will be deemed to have been fully complied with and no suit or claim will be available to said Committee, nor to any lot owner or other person. The term

building or improvement" shall be deemed to include the erection, placement, or alteration of any outbuilding, wall, or fence to be made in any lot.

5. Nothing in this section shall prevent the Architectural Committee from requesting the Homeowner's Association to establish a sub-committee of the Architectural Committee, made up exclusively of homeowners or residents of River Oaks, for the sole purpose of acting upon requests by existing owners to modify their residence or add an outbuilding. Such request shall include, but not be limited to, request to enclose a garage or screened porch, add a room, add fencing, add an outbuilding for storage, add a television satellite disc system, or modify existing dwellings. Upon the resignation of the Architectural Committee, the Homeowner's Association will elect from its membership an Architectural Committee.

V. EASEMENTS

1. An easement is reserved over the rear lot lines five (5) feet in width on each lot for the installation, operation and maintenance of utilities and for drainage purposes. Such easement across the lots, as shown on the recorded plat, are also reserved.

The right is further reserved within the five foot (5') easement for grading changes and tree removal, if necessary, for the purpose of landscaping and drainage, all subject to the approval of the Architectural Committee.

VI. RECREATIONAL FACILITIES, COMMON GROUND AND MAINTENANCE CHARGES

1. The developers have built, at their expense, a swimming pool, club house, two tennis courts, and off street parking for the use and enjoyment of all residents of River Oaks Subdivision and to any additional real property which may become subject to these Restrictions and Protective Covenants as provided for under Article VII, No. 4.

2. The developers have completed these facilities and operate them for the benefit of the residents until at least 50 homes are sold to residents of River Oaks, at which time the property will be deemed to be an eleemosynary corporation, which the developers will form at that time. 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.

3. An annual assessment consistent with the By-Laws of the above-referenced corporation shall be levied by the corporation against 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 easement shall be due and payable to the corporation on January 1st of each year to cover the fiscal year beginning January 1st and ending December 31st 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 legal rate of interest. The acceptance of a deed by a grantee shall be construed to be a covenant by the grantee(s) to pay said assessment, which shall run with the land and be binding upon said 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.

4. The corporation shall have the right to suspend the voting rights and right to use 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 of law against the owner(s) personally obligated to pay same or foreclose a lien against property in the same manner that a real estate mortgage is foreclosed and interest, 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 for 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.

5. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage lien or 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 of the Notice of Lis Pendens has been filed by the corporation for foreclosure due to non-payment of its assessments. 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

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 to enforce the collection of any charges that shall become payable after the acquisition of title by a subsequent bona fide purchaser for value.

6. The annual assessment to be levied by the corporation shall not apply to any lot or residence so long as it is wholly or partially owned by Ellis L. Darby, Jr. or M. Graham Proffitt, III, or any partnership corporation, or other entity in which either Ellis L. Darby, Jr. or M. Graham Proffitt, III, individually, have at least a twenty-five (25%) percent interest nor shall said assessment apply to any lot or residence owned by any builder so long as said lot or residence is under construction and has not been conveyed to a homeowner. When the homeowner takes title from the builder, the homeowner shall pay a proportional share of the assessment in effect for that year, which partial assessment shall be due and payable within thirty (30) days from the date title is transferred to the homeowner. With respect to individuals who purchase lots with the expectation of later erecting a residence, when such individual takes title to the lot, such individual shall pay a proportional share of the assessment in effect for that year, which partial assessment shall be due and payable within thirty (30) days from the date title is taken.

7. As used herein, the term "developers" shall mean M. Graham Proffitt, III and Ellis L. Darby, Jr.

VII. MISCELLANEOUS

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

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

3. The covenants herein contained are to run with the land and shall be binding on all persons claiming under them until the 31st day of December 2010, at which time said covenants shall be automatically extended for successive 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.

4. Additional real property, including existing subdivisions, may become subject to these Restrictive and Protective Covenants without the approval of any purchaser or transferee or the developers or the owner of any one lot in Section 4A, River Oaks Subdivision, by filing of record by the developers of Supplementary Restrictive and Protective Covenants with respect to the additional property, which shall automatically extend the scheme of these Restrictive and Protective Covenants with respect to such property. Such Supplementary Restrictive and Protective Covenants may contain such additions and modifications of these Restrictive and Protective Covenants as may be necessary to reflect the different character of added properties, but in no event shall such Supplementary restrictive and Protective Covenants revoke, modify, or add to the covenants established by these Restrictive and Protective Covenants in regard to any lot in River Oaks Subdivision.

If the undersigned, or their successors, heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person owning any real property situated in said 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 to prevent him or them from doing so or to recover damages or other dues for such violations.

Invalidation of any one or more of these covenants by Judgment of Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said developers have hereunto set their hands and seals this 18 day of May, 1998.

WITNESS:

BY: M. Graham Proffitt, III

BY: Ellis L. Darby, Jr.

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named M. Graham Proffitt, III and Ellis L. Darby, Jr. sign, seal and as their act and deed, deliver the within written Restrictive and Protective Covenants for River Oaks Subdivision, Section 4A and that (s)he with the other witness subscribed above, witnessed the execution thereof.

Leslie P. Hamm

SWORN TO before me this 18
day of May, 1998.

Anne Marie Gilmer (SEAL)
Notary Public for South Carolina

My commission expires: Oct 2003

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