

DEL NORTE COVENANTS

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

(Recorded Feb. 15, 2001)

Building restrictions or protective covenants applicable to all lots in Del Norte Estates as shown on plats made by Piedmont Engineers and Architects and recorded in the RMC office for Greenville County, SC, in Plat Books WWW, pages 32 and 33, Plat Book 4N, pages 8, 10, 12, 13, and 14, and Plat Book 4R, pages 16 and 17.

The following building restrictions or protective covenants are hereby imposed on all lots, 1 through 489, in Del Norte Estates, as recorded in the RMC Office for Greenville County, South Carolina, for Del Norte Estates Section I, in Plat Book WWW, pages 32 and 33, for Section II in Plat Book 4N, pages 13 and 14, for Section III in Plat Book 4N, page 15, for Addition to Section III in Plat Book 4R, page 16, for Section IV in Plat Book 4N, pages 8 and 10, and for Section V in Plat Book 4R, page 17. The purpose of the amended restrictive covenants is to insure the use of the property for attractive residential purposes only, to prevent nuisance, 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 owners of lots in the subdivision and to secure to each lot owner the full benefit and enjoyment of his home.

These covenants are to run with the land and shall be binding on all persons claiming under them until January 1, 2010, 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.

Property owners are entitled to one vote for each lot that they own.

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 to 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. These lots shall be used solely and exclusively for single-family residential dwellings and shall not be used for commercial or business purposes.

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2. No building or signs or other structures 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 as designated by the officers of the Del Norte Community Club (also known as the Del Norte-Eastgate Homeowners Association) 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 such design and location within thirty days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such buildings or the making of such alterations has been commenced within thirty days after completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of said committee, nor their designated representative, will be entitled to any compensation for services performed pursuant to this covenant.

3. No building shall be located nearer to the front lot line or 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 twenty (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 ten (10) feet, nor nearer than 10% 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 seventy-five (75) feet to the front lot line nor nearer than five (5) 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 shall be placed nearer the street than the building line as shown on the plat.

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6. The ground floor area of the main structure of any residence, exclusive of one-story open porches and garages, shall be not less than 1500 square feet, but if the house has a finished basement, the minimum area may be 1400 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 not less than 1500 square feet. In houses having two stories, the ground floor area shall be not less than 900 square feet and the total finished area shall be not less than 1500 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 of each lot.

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

9. All sewage disposal shall be by 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 six months after the date the footings are poured. A fine of \$100.00 for each week or portion thereof shall be imposed when any house and landscaping remains incomplete after the expiration of the said six months and this fine is hereby levied against the said lot, and the said fine shall 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 or as designated by the Del Norte Community Club, (also known as The Del Norte-Eastgate Homeowners Association) 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 sightly 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.

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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 vehicle, or unsightly machinery or junk, from any lot, seven (7) days after the owner's receipt of a registered letter advising the requirements of this paragraph. 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 sightly manner. No trucks over one and one-half tons shall be permitted to be parked or stored on the property or on the streets in the subdivision.

15. These lots shall not be re-cut without the written consent of the committee designated in Paragraph 2. The authority of said committee to approve or disapprove the re-cutting of any of these lots shall be final, and such authority shall rest 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 open drainage ditches shall be allowed on any lot.

17. All lots shall be maintained so as to not be unsightly, with grass and weeds cut and hedges trimmed before they become a nuisance or impair vision of traffic. If grass/weeds is/are allowed to reach a height of more than 10 inches, the Park Manager may arrange to have it mowed, and charge the owner for the cost of same.

18. All dwelling places shall be maintained in a reasonable condition, and the lot owner shall be responsible for keeping the exterior of the house both sightly and safe. In the event any such dwelling place is not so maintained, then a fine of \$5.00 per month shall accrue against the lot owner while said dwelling place remains either unsightly or unsafe. These restrictions hereby provide that any amounts accrued and owing as a fine under this paragraph shall become a lien against said lot with the right of foreclosure. In the event of foreclosure, the owner shall be responsible for the payment of the fine, and all costs of foreclosure, including reasonable attorney's fees and costs. Further, authorized officers of the Del Norte-Eastgate Homeowners Association shall have the right of entry upon such property for the purpose of securing and making safe said property.

19. All undeveloped and vacant property shall be maintained by the owner to meet all of the requirements of this covenant.

20. The Del Norte Community Club (also known as The Del Norte-Eastgate Homeowners Association) will assist in gaining compliance with these covenants if the plaintiff is a member in good standing of The Del Norte-Eastgate Homeowners Association. The Del Norte-Eastgate Homeowners Association address is PMB 171, 2123 Old Spartanburg Road, Greer, South Carolina 29650-2785.

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21. On-street parking is allowed only where it does not impede traffic flow, and does not jeopardize safety from a vision standpoint, and does not interfere with entrance or egress of emergency vehicles. In no case will parking two vehicles directly across from one another, or nearer to an intersection that county law permits, be allowed.

22. The property owner is responsible for all rented property. It is the owner's responsibility to assure that tenants understand and follow these covenants.

23. It shall be the responsibility of each property owner and tenant thereof to prevent the accumulation of litter, trash, packing crates, or unkempt condition of buildings or grounds on his property, or to permit accumulations which shall tend to substantially decrease the beauty of the community as a whole or the specific area. No loose trash will be permitted to be strewn about the property at any time. In the event the requirements of this section are not adhered to, the building committee designated herein shall send written notice via certified mail giving a period of response of fifteen (15) days. These same fifteen (15) days are granted for compliance, unless a hardship or special circumstance requires additional time. If the violation continues, the Board of Directors may at its sole discretion, hire contractors or personnel to correct said violation and bill the property owner for all costs incurred. The amounts owed shall, if not paid, become a lien on the lot as specified herein.

24. It shall be the responsibility of each property owner and tenant thereof to maintain the exterior to the property. Such maintenance shall include but not be limited to: painting, broken glass, broken or missing exterior siding, exterior doors that can not be closed, deteriorated chimney and/or roof. In the event the requirements of this section are not adhered to, the building committee designated herein shall send written notice via certified mail, specifying the nature of the condition to be corrected. The period granted for response is fifteen (15) days. These same fifteen (15) days are granted for compliance, unless a hardship or special circumstance requires additional time. The Association may take legal action to enforce the corrections of such conditions.

25. Each lot subject to these Amended Restrictive Covenants is subject to assessment by the Del Norte-Eastgate Homeowners Association of an annual fee of \$25.00. Said fee is subject to late-payment penalties. Timeliness of payment is at the discretion of the Board of Directors. The annual fee may be amended by a two thirds vote of the Owners-in Good-Standing in attendance at an Association meeting, a quorum being present, provided the call of such meeting shall contain suggested fee amendments. Assessments collected pursuant to this provision shall be used exclusively for capital improvements and maintenance of the Association's property/facilities.

EASTGATE COVENANTS

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

and

(Recorded Feb. 15, 2001)

Building restrictions or protective
Covenants applicable to all lots in
Eastgate Village, as shown on plats
made by Piedmont Engineers

Architects, and recorded in the
RMC office for Greenville County,
SC, in Plat Book 4X at page 31.

The following building restrictions or protective covenants are hereby imposed on all lots, 1 through 81, in Eastgate Village, as recorded in the RMC Office for Greenville County, South Carolina, for Eastgate Village in Plat Book 4X at page 31. The purpose of the amended restrictive covenants is to insure the use of the property for attractive residential purposes only, to prevent nuisance, 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 owners of lots in the subdivision and to secure to each lot owner the full benefit and enjoyment of his home.

These covenants are to run with the land and shall be binding on all persons claiming under them until January 1, 2010, 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.

Property owners are entitled to one vote for each lot that they own.

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 to 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. These lots shall be used solely and exclusively for single-family residential dwellings and shall not be used for commercial or business purposes. It is also specifically understood that the area designed as "Recreation Area" is not covered by these restrictions.

2. No building or signs or other structures 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 buildings 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 as designated by the officers of the Del Norte-Eastgate Community Club (also known as the Del Norte-Eastgate Homeowners Association) or by a representative designated

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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 such design and location within thirty days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such buildings or the making of such alterations has been commenced within thirty days after completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of said committee, nor their designated representative, will be entitled to any compensation for services performed pursuant to this covenant.

3. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback line shown on the recorded plat, and the building shall face in the direction shown on recorded plat. 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 shall be placed nearer the street than the building line as shown on the plat.

6. The ground floor area of the main structure of any residence, exclusive of one-story open porches and garages, shall be not less than 1500 square feet, but if the house has a finished basement, the minimum area may be 1400 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 not less than 1500 square feet. In houses having two stories, the ground floor area shall be not less than 900 square feet and the total finished area shall be not less than 1500 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 of each lot.

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

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

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10. Any residence constructed upon any lot must be completed on the exterior and the lot landscaped within six months after the date the footings are poured. A fine of \$100.00 for each week or portion thereof shall be imposed when any house and landscaping remains incomplete after the expiration of the said six months and this fine is hereby levied against the said lot, and the said fine shall 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 or as designated by the Del Norte-Eastgate Community Club (also known as The Del Norte-Eastgate Homeowners Association); 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 sightly 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 vehicle, or unsightly machinery or junk, from any lot, seven (7) days after the owner's receipt of a certified letter advising the requirements of this paragraph. 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 sightly manner. No trucks over one and one-half tons shall be permitted to be parked or stored on the property or on the streets in the subdivision.

15. These lots shall not be re-cut without the written consent of the committee designated in Paragraph 2. 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 open drainage ditches shall be allowed on any lot.

17. All lots shall be maintained so as to not be unsightly, with grass and weeds cut and hedges trimmed before they become a nuisance or impair vision of traffic. If grass and/or weeds are allowed to reach a height of more than 10 inches, the Park manager may arrange to have it mowed and charge the owner for the cost of same.

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18. All dwelling places shall be maintained in a reasonable condition, and the lot owner shall be responsible for keeping the exterior of the house both sightly and safe. In the event any such dwelling place is not so maintained, then a fine of \$5.00 per month shall accrue against the lot owner while said dwelling place remains either unsightly or unsafe. These restrictions hereby provide that any amounts accrued and owing as a fine under this paragraph shall become a lien against said lot with the right of foreclosure. In the event of foreclosure, the owner shall be responsible for the payment of the fine, and all costs of foreclosure, including reasonable attorney's fees and costs. Further, authorized officers of the Del Norte-Eastgate Homeowners Association shall have the right of entry upon such property for the purpose of securing and making safe said property.

19. All undeveloped and vacant property shall be maintained by the owner to meet all of the requirements of this covenant.

20. The Del Norte-Eastgate Community Club (also known as The Del Norte-Eastgate Homeowners Association) will assist in gaining compliance with these covenants if the plaintiff is a member in good standing of the Del Norte-Eastgate Homeowners Association. The Del Norte-Eastgate Homeowners Association address is PMB 171, 2123 Old Spartanburg Road, Greer, South Carolina 29650-2785.

21. On-street parking is allowed only where it does not impede traffic flow, and does not jeopardize safety from a vision standpoint, and does not interfere with entrance or egress of emergency vehicles. In no case will parking two vehicles directly across from one another, or nearer to an intersection than county law permits, be allowed.

22. The property owner is responsible for all rented property. It is the owner's responsibility to assure that tenants understand and follow these covenants.

23. It shall be the responsibility of each property owner and tenant thereof to prevent the accumulation of litter, trash, packing crates or unkempt condition of buildings or grounds on his property, or to permit accumulations which shall tend to substantially decrease the beauty of the community as a whole or the specific area. No loose trash will be permitted to be strewn about the property at any time. In the event the requirements of this section are not adhered to, the building committee designated herein shall send written notice via certified mail giving a period of response of fifteen (15) days. These same fifteen (15) days are granted for compliance, unless a hardship or special circumstance requires additional time. If the violation continues, the Board of Directors may at its sole discretion, hire contractors or personnel to correct said violation and bill the property owner for all costs incurred. The amounts owed shall, if not paid, become a lien on the lot as specified herein.

24. It shall be the responsibility of each property owner and tenant thereof to maintain the exterior to the property. Such maintenance shall include but not be limited to: painting, broken glass, broken or missing exterior siding, exterior doors that can not be closed, deteriorated chimney and/or roof. In the event the requirements of this section are not adhered to, the building committee designated herein shall send written notice via certified mail, specifying the nature of the condition to be corrected. The period granted for response is

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fifteen (15) days. These same fifteen (15) days are granted for compliance, unless a hardship or special circumstance requires additional time. The Association may take legal action to enforce the corrections of such conditions.

25. Each lot subject to these Amended Restrictive Covenants is subject to assessment by the Del Norte-Eastgate Homeowners Association of an annual fee of \$25.00. Said fee is subject to late-payment penalties. Timeliness of payment is at the discretion to the Board of Directors. The annual fee may be amended by two thirds vote of the Owners-in-Good-Standing in attendance at an Association meeting, a quorum being present, provided the call of such meeting shall contain suggested fee amendments. Assessments collected pursuant to this provisions shall be used exclusively for capital improvements and maintenance of the Association's property/facilities.