

MAY 2 1957

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S.C.
MAY 2 11 50 AM 1957
Protective Covenants Applicable
to Edgefield
Property of Furman University

These covenants are to run with the land and shall be binding on all parties, and all persons claiming under them until January 1, 1978, 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 (including the owner of any lot in the subdivision) or any of them or their heirs, successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated 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 such covenants and either to prevent him or them or it from so doing or to recover damages or other dues for such violation.

Invalidation of any 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.

A. All numbered lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed two and one-half stories in height, and a private garage and servants' quarters. Garages may be attached to residences and if not so attached, shall be located to the rear thereof and not in front of the residence or to the side.

B. No building, including the dwellings, detached garages and outbuildings shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot plans showing the location of such building have been approved in writing as to conformity and harmony of external design 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 A. C. Crouch, O. P. Earle, Jr., and Fred D. Cox, Jr. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, to designate a successor or successors to the member or members so dying or resigning, or to designate a representative to act for the committee. In the event of the death or resignation of all the members of the committee, so that, at the time being, the committee has no members, the President of Furman University shall have the right to appoint a new committee of three members who shall have all the rights, powers, and duties of the original committee and any successors thereto. In the event said committee or its designated representative fails to approve or disapprove such design or location within thirty days after such plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant shall be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant, but, at the expense of Furman University, such committee may employ and compensate architects and others professionally qualified to advise the committee in the proper discharge of its responsibilities

An amendment to Restrictions see Deed BK. 1070-892