

to encroach upon another lot.

LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 85 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 12, 750 square feet.

EASEMENTS. 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.

NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall any thing be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

ARCHITECTURAL CONTROL COMMITTEE. The architectural control committee is composed of Roy W. Boggess, Greenville, South Carolina, Walter L. Miller, Greenville, South Carolina and Claude F. Cato, Jr. Greenville, South Carolina. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. Mildred E. Whitmire to also serve on said committee.

PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

SEVERABILITY. 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.

Witness the Covenantors' hands and seals this 3rd day of October in the year of our Lord One Thousand Nine Hundred and Fifty-nine.

Signed, Sealed, and Delivered in the Presence of:

*Roy W. Boggess*  
*Mildred E. Whitmire*

As to Claude F. Cato, Jr.

*Claude F. Cato, Jr.* (SEAL)  
Claude F. Cato, Jr. as Trustee for Claude F. Cato, Jr., Arthur Delaney and George Guy

LEHMAN ADWELL MOSELEY, JR.  
Attorney  
TRAVELERS REST, S. C.