

8. All sewerage disposal shall be by public disposal system complying with the requirements of the South Carolina State Board of Health.
9. No heavy truck or trailer shall be parked on any lot in the subdivision at any time, except for purposes of loading or unloading; no house trailer, disabled vehicle, or unsightly machinery or junk, shall be placed on any lot, either temporarily or permanently; providing, 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 to the rear of any residence constructed on any lot.
10. All fuel oil tanks or containers shall be covered or buried underground in the rear of all residences erected on any lot.
11. The developer, Dempsey Real Estate Co., Inc., is hereby authorized to waive to any mortgagee the restrictions herein imposed as to any lot if the same shall be necessary for a loan to be made with such property as security. In any event, the developer aforesaid is authorized to approve or ratify any minor violation of setback line requirements hereinabove set forth if in the opinion of said developer the same shall be necessary to prevent undue hardship because of the topography or shape of any lot shown on the recorded plat and if in the opinion of the developer such violation will cause no substantial injury to any other lot owner.

These covenants are to run with the land and shall be binding on all persons claiming under them, until January 1, 2012, 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, or any of them, or their successors, 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 so violating or attempting to violate 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.

IN WITNESS WHEREOF, the undersigned has caused these restrictive covenants to be executed this 1st day of April, A. D., 1972.

IN THE PRESENCE OF:

John A. ...
Thomas B. ...

DEMPSEY REAL ESTATE CO., INC.,

By *Ray T. Dempsey*
 Ray T. Dempsey, President