

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )  
DONALD W. WATKINS )  
SHERSLEY )

BOOK 1129 PAGE 253

Protective Covenants applicable to property of  
ELIZABETH L. MARCHANT, SECTION FOUR  
in the county of Greenville, state of South  
Carolina, as shown on plat of Dalton & Neves Co.  
Engineers, dated February 1979 and recorded in  
plat book page

The undersigned, being the owner of those lots located in the county of Greenville, state of South Carolina, in a subdivision known as PROPERTY OF ELIZABETH L. MARCHANT, SECTION FOUR, as shown on plat made by Dalton & Neves Co., Engineers, recorded in the RMC Office for Greenville County, S. C. in plat book page does hereby agree that the covenants and restrictions hereinafter set forth shall be binding on all parties and all persons claiming under them until January 1, 1995, at which time said covenants shall be automatically extended for successive periods of ten (10) 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 owner of any lot or lots in said subdivision 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 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. No building shall be located nearer to the front lot line or nearer to the side line than the building setback line shown on the recorded plat. No building shall be located nearer to any interior side lot line than the distance represented by ten percent (10%) of the width of the lot at the building setback line. The main structure erected on any lot shall face the street on which such lot faces.

2. No building 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 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 an architectural committee composed of Thomas M. Marchant, Jr. and Seabrook L. Marchant, or by a representative designated by said committee. In the event of death or resignation of any member of said committee, the remaining member 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 30 days after said 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 have been commenced prior to the completion thereof, such approval will not be required and this covenant will 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. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1995. Thereafter, the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee. No member of this architectural committee shall be liable for any act or omission except willful misconduct or gross and inexcusable neglect. Anything to the contrary notwithstanding, the architectural committee shall have sole discretion to waive any of these restrictions, or modify same, in the event that any of said restrictions would create an undue hardship and not substantially conflict with the intent of these restrictions.

The rights hereby reserved unto the architectural committee shall apply with equal force and effect to its successors and assigns. If the architectural committee should for any reason be dissolved or otherwise cease to function, without having designated any successor or assign, the approval hereinabove required shall be deemed sufficiently obtained when approval of two-thirds of a majority of the owners of all lots within the subdivision shall be acquired.

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