

and the said fine shall constitute a lien against this lot; provided, however, that the said lien shall not affect or prejudice the rights of liens of other lien creditors. Any fines so collected shall be used by the Architectural Committee constituted in Paragraph IV for the beautification of the subdivision; 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.

6. No bathing pools shall be constructed or maintained on any lot unless it is surrounded by a sightly screening fence.

If the undersigned, or their successors, heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person owning any real property situated in said sector of the subdivision to prosecute any proceedings 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 from so doing or to recover damages or other dues for such violation.

Invalidation of any one or more 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.

If any of these covenants shall be found to be contrary to the recommendations of the Federal Housing Administration or any other national agency granting or insuring loans and shall render any lot in said subdivision unacceptable for any such loan, the developer shall have the authority to alter, amend or annul any such covenants as may be necessary to make any of the lots herein acceptance for such loan.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals at Greenville, South Carolina, this the 28th day of July, 1980.

IN THE PRESENCE OF:
[Signature]
[Signature]

John J. Spivey
Charles Howard
William R. Francis
Gloria L. Manier

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