

must be approved by Grantor in accordance with the procedure set forth above. The foregoing covenants and restrictions shall likewise be applicable to any additional construction on said property and to any alterations or changes to any then existing buildings, structures and improvements on said property.

2. Violation or breach of any restriction herein contained shall give to Grantor the right to enter the premises upon or as to which said violation or breach exists and to summarily abate and remove at the expense of Grantee or the owner or occupant thereof, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof, or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of the restrictions as contained herein, and to enjoin or prevent them from doing so or to cause said violation to be remedied or to recover damages for said violation. Any failure by Grantor to enforce any restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter. All remedies provided for herein or at law or in equity shall be cumulative and not exclusive.

3. If any provision as herein set forth is declared to be invalid by any court, the invalidity of such restriction shall not affect the validity of the remaining restrictions hereof, and for the purposes hereof, all restrictions as contained herein shall be deemed to be severable from the other without qualification.

4. Grantor is a general partnership consisting of John B. Hipp, W. Hayne Hipp, Thomas H. Cluderay and David W. Glenn, which partnership owns various parcels of real estate in Orchard Park Subdivision, City of Greenville, County of Greenville, State of South Carolina.

The within Restrictive Covenants shall run in favor of the Grantor or any partnership, general or limited, corporation or other entity which shall be the successor of Grantor, so long as any such successor shall have as its partners, shareholders, or other holders of an interest as the case may be, at least one (1) of the aforesaid partners.

5. The within Restrictive Covenants shall terminate upon the happening of one (1) of the following events:

(a) Expiration of ten (10) years from the date hereof, or

(b) Sale or transfer of title to all of the real estate of Grantor in Orchard Park Subdivision, except, however, Grantor shall have the right to transfer undeveloped real estate to a successor partnership, corporation or other entity in which one (1) of the above partners is a partner, shareholder or otherwise has an interest, and thereby keep these Restrictive Covenants in effect for said successor.

6. Grantor and Grantee have executed a contract dated January 15, 1982, in the form of a letter in which Grantor has agreed that certain specific buildings would be acceptable under the within Restrictive Covenants. Said letter is incorporated herein by reference.

RECORDED JAN 22 1982

at 3:30 P.M.

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