

alteration of any wall, fence, driveway or parking area.

5. Upon the approval by the Committee of any proposed construction or alteration, the Committee shall issue to the applicant a written permit. No construction or alteration shall be carried on until and unless such a permit is obtained.

6. The Committee is authorized by majority vote of its members to approve, waive or ratify any minor violations of any of the requirements set forth in these Restrictive Covenants if in the opinion of the Committee the same shall be necessary to prevent undue hardship because of topography, the shape of any platted lot or the setback lines as shown on the recorded plat and if in the opinion of the Committee the same shall be necessary to prevent undue hardship because of topography, the shape of any platted lot or the setback lines as shown on the recorded plat and if in the opinion of the Committee such violation will cause no substantial injury to any other lot owner. The approval or ratification by the Committee in accordance with this paragraph shall be binding on all persons.

7. Application for approval should be made to Chaunessy Properties, Inc., 211 E. Curtis Street, Simpsonville, S. C., or at such other

place as said Chaunessy Properties, Inc. may have its office, and at the time of making such application, the building plans, specifications, plot plans and landscape plans shall be submitted in duplicate. One copy of such plans and specifications will be retained by the Committee and the other copy will be returned to the applicant with approval or disapproval (with reasons) plainly noted therein.

VI.

MAINTENANCE CHARGES

1. All the numbered lots on the recorded plat shall be subject to an annual maintenance charge or assessment at the rate not to exceed Two Hundred (\$200) Dollars per year. The first assessment of \$200 shall be due and payable on the January 1st next following the date a deed is delivered to the Purchaser of a lot in the subdivision from Chaunessy Properties, Inc., and thereafter shall be due and payable in advance on each and every succeeding January 1st.

This assessment shall not apply to any lot so long as it is wholly or partially owned by Chaunessy Properties, Inc. As to lots within the category of this paragraph, the first assessment shall be due on the January 1st next following the delivery of a deed to a Purchaser.

The assessment of \$200 herein

(6)

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