

to it, or in any event, if no suit to enjoin such matter or thing has commenced prior to completion or doing of such matter or thing, such prior approval shall not be required and this Covenant shall be deemed to have been fully complied with, and no suit or claim shall thereafter be available to the Architectural Committee or to the owner of any Real Property or Numbered Tract.

4.4 Application Time. Written applications for a written approval permit as required herein shall be made to the Architectural Committee which shall be the time for the running of said thirty (30) days from the date of submission, and shall be made to Route 5, Box 430, Travelers Rest, South Carolina 29690.

4.5 Waivers. The Architectural Committee constituted under the terms of this Article is hereby authorized to waive compliance with, approve or ratify in the construction or alteration of any building or other structure upon any Numbered Tract, or in the use, and failure to use, any of the Real Property the subject hereof, any and all non-substantial violations of any of the requirements set forth in these Covenants, if, in the opinion of the Architectural Committee, the same shall be necessary to prevent undue hardships because of special circumstances attendant to the Real Property involved and if in the opinion of the Architectural Committee such violation or violations will cause no substantial injury to any homeowner. The waiver, approval or ratification by the Architectural Committee in accordance with the terms of this paragraph shall be binding upon all persons, and the power of waiver herein conferred upon the Architectural Committee shall be construed liberally so as to affect any matters or things included within the terms and conditions of these Covenants.

4.6 Permits. The approval, waiver or ratification of any action within the jurisdiction of the Architectural Committee shall be evidenced by the issuance of a written permit to the applicant, executed by a Member of the Architectural Committee. No construction or alteration shall be carried on until and unless such written permit is obtained.

ARTICLE V.

SETBACKS, LOCATION AND SIZE OF IMPROVEMENTS

5.1 Setback Lines. No building shall be erected on any Tract nearer to the front lot line than is reserved on the recorded subdivision plat.

5.2 Detached Buildings. Any detached garage or other out-building erected shall be at least 75 feet from the front building setback line and no nearer than 20 feet to any side Tract line.

5.3 Resubdivision. No Tract shall be resubdivided so as to create an additional building lot or lots. This provision is not intended to prevent cutting off a small portion or portions of any Tract for the purpose of conveying the same to an adjoining Tract owner, but under no circumstances may an owner of any Numbered Tract sell, lease or permit the use of any part the same as a way, street, drive or entrance to any other property, without the Real Property.

5.4 Animals. No goats, cows, hogs, horses, ponies, donkeys, chickens or other fowl shall be kept or maintained upon any Numbered Tract, except that pet dogs and cats, limited to two per Tract, may be maintained, and caged birds or animals may be maintained thereon as pets.

ARTICLE VI.

AMENDMENTS AND MODIFICATIONS TO COVENANTS

6.1 Reservation. Owner reserves and shall have the right to amend these Declarations of Covenants and Restrictions for the