

committee and of its designated representatives shall automatically cease on and after January 1, 1980. Thereafter, the approval described in this covenant shall not be required, unless prior to the 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 thereafter shall exercise the same powers previously exercised by the committee.

8. Sewage disposal shall be by municipal sewage disposal system or by septic tank complying with the specifications of the State Board of Health.

9. An easement for drainage utilities five (5) feet in width is reserved along all front, rear and side lot lines. An easement ten (10) feet in width is reserved for drainage along the joint line of Lots 10 and 11.

10. No commercial use, either incidental or otherwise, shall be made of any lot nor shall any noxious or offensive activity be carried on anywhere in said subdivision nor shall anything be done thereon which may be or become a nuisance or menace to the neighborhood.

11. All fuel oil tanks or containers shall be covered or buried underground consistent with normal safety precautions.

12. No fence or other wall shall be erected anywhere in front of the front building line on any lot more than three (3) feet in height.

13. No animals shall kept or maintained on any lot except that domesticated pets in reasonable numbers may be so kept.

14. In the event of unusual hardship or other necessity, restrictions Nos. 2 and herein contained may be waived upon the unanimous approval of James O. Childress, E. M. Cromer and Ruby Lee Cromer.

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 development or subdivision to prosecute any proceedings at law or in equity against the persons or person 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at Greenville, S. C., this 28th day of November, A. D. 1959.

IN THE PRESENCE OF:

Margaret L. Goldman (SEAL)
James O. Childress (SEAL)
E. M. Cromer (SEAL)
Ruby Lee Cromer (SEAL)

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