

- 1. No signs shall be permitted on any residential lots except that a single sign offering property for sale or for rent may be placed on any such lot provided such sign is not more than 24 inches wide by 20 inches high.
- 2. Only lots numbered from 69 through 80 and lot 80A shall have any right, interest in, use or enjoyment of the lake located in the subdivision.
- 4. The property within the subdivision is hereby declared to be a bird sanctuary and any hunting of any wild birds is hereby prohibited.
- 5. Nothing herein contained shall be construed to prevent Cothran & Darby Builders, Inc. and/or M. G. Proffitt, Inc., or their successors and assigns, from maintaining temporary sales offices and storage on any lot while the subdivision is in the process of being developed.
- 6. The covenants herein contained are to run with the land and shall be binding on all persons claiming under them until the 31st day of December, 1994, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the lots, it is agreed to change said covenants and building restrictions in whole or in part.

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 subdivision to prosecute any proceedings at law or in equity against the person or persons 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 or more of these covenants by Judgement or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

7. Development of this Section One may be followed by development of additional Section(s) of Foxcroft. If additional property is developed as a part of Foxcroft, the owners of lots therein shall thereby become members of Foxcroft Homes Association, Inc. and be entitled to all the benefits and obligations thereof.

IN WITNESS WHEREOF, the said developer has hereunto set its Hand and Corporate Seal at Greenville, South Carolina, this twenty-sixth day of September, 1969. •

WITNESSES:

Schaefer B. Kendrick
Jo Ann L. Strom

COTHRAN & DARBY BUILDERS, INC.
 by: Ellis L. Darby, Jr.
 President
 M. G. PROFFITT, INC.
 by: M. G. Proffitt
 President

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GREENVILLE)

Personally appeared before me Jo Ann L. Strom, when on oath, says that he saw Ellis L. Darby, Jr., as President of Cothran & Darby Builders, Inc. and M. G. Proffitt, Jr., as President of M. G. Proffitt, Inc., both South Carolina corporations, sign, seal with their respective corporate seals and as the act and deed of said corporations deliver the within written instrument, and that (s)he, with Schaefer B. Kendrick, witnessed the execution thereof.

Given to before me this 10th day of November, 1969.

Schaefer B. Kendrick
 Notary Public for South Carolina -
 My Commission Expires January 1, 1970

Jo Ann L. Strom

Restrictive Covenants Recorded November 10, 1969 At 2:57 P.M. # 11089