

STATE OF SOUTH CAROLINA )  
 COUNTY OF GREENVILLE )

WHIPPOORWILL DEVELOPMENT  
 COMPANY, INC.  
 SECTION 1 N

FILED  
 GREENVILLE CO. S. C.  
 APR 11 4 23 PM '71  
 OLLIE FARNSWORTH  
 R. M. C.

BUILDING RESTRICTIONS OR PROTECTIVE  
 COVENANTS APPLICABLE TO LOTS NUMBERS  
N-1 ( ) through N-4 ( ),  
 INCLUSIVE, OF WHIPPOORWILL DEVELOPMENT  
 COMPANY, INC., SECTION 1 N, THE PROPERTY  
 OF WHIPPOORWILL DEVELOPMENT COMPANY,  
 INC., ACCORDING TO A PLAT OF RECORD IN THE  
 R. M. C. OFFICE FOR GREENVILLE COUNTY IN  
 PLAT BOOK 4-L AT PAGE 139.

The following building restrictions or protective covenants are hereby imposed by the undersigned, the owner of lots numbers 1 through 4, inclusive, of the property above described, as shown on a plat of record in the R. M. C. Office for Greenville County, South Carolina, in Plat Book 4-L at Page 139.

These covenants are to run with the land and shall be binding on all persons claiming under them until January 1, 1982, at which time said covenants shall be automatically extended for successive periods of ten years each unless by a vote of a majority of the then owners of the said lots, it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person, persons or corporations violating or attempting to violate any such covenant and either to prevent him, her, them or it from so doing, or to recover damages or other dues for such violation; Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

(1) These lots shall be used solely and exclusively for residential purposes only.

(2) No building shall be erected, placed or altered on any building lot in this subdivision until the building plans, specifications and plot plan showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures or proposed structures in said subdivision, and as to location of any building with respect to topography and finished ground elevation, by a Committee composed of Charles Fayssoux, E. M. Ostendorff and Robert McDougal, or by a representative designated by a majority of the members of said Committee. In the event of the death or resignation of any member of said Committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee or its designated representative fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval shall not be required and this covenant shall be deemed to have been fully complied with. Neither the members of such Committee, nor its designated representative, or representatives, shall be entitled to any compensation for services performed pursuant to this covenant.

(Continued on next page)