

STATE OF SOUTH CAROLINA) WHIPPOORWILL DEVELOPMENT
 GREENVILLE CO. S. C.) COMPANY, INC.
 COUNTY OF GREENVILLE) SECTIONS 2 North; 3-N; 4 North; 1 West;
 NOV 17 3 55 PM '71) 2 West; and 3 West

OLLIE FAYSSOUX)
 R.M.C.)
 BUILDING RESTRICTIONS OR PROTECTIVE COVENANTS
 APPLICABLE TO LOTS NUMBERS N-5 thru N-6; N-12 thru
N-17; N-7 thru N-11; W-1 thru W-5; W-6 thru W-12; and
W-13 thru W-17
 INCLUSIVE, OF WHIPPOORWILL DEVELOPMENT COMPANY,
 INC., SECTIONS 2 North; 3-N; 4 North; 1 West; 2 West;
and 3 West,
 THE PROPERTY OF WHIPPOORWILL DEVELOPMENT
 COMPANY, INC., ACCORDING TO THE FOLLOWING PLATS
 OF RECORD IN THE R. M. C. OFFICE FOR GREENVILLE
 COUNTY, SOUTH CAROLINA : Book 4L, p. 147; Book 4L, p. 155;
Book 4L, p. 147; Book 4L, p. 149; Book 4L, p. 151; and
Book 4L, p. 153

The following building restrictions or protective covenants are hereby imposed by the undersigned, the owner of the above numbered lots as shown on the plats referred to above of record in the R. M. C. Office for Greenville County, South Carolina.

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.