4. M. G.

STATE OF SOUTH CAROLINA DONNUE STATESLEY

COUNTY OF GREENVILLE

BUILDING RESTRICTIONS OR PROTECTIVE COVENANTS APPLICABLE TO LOTS SHOWN ON PLAT OF EASTGATE VILLATE RECORDED IN PLAT BOOK AT PAGE IN THE R.M.C. OFFICE FOR GREENVILLE COUNTY

The following building restrictions or protective covenants are hereby imposed on lots as shown on a plat of Eastgate Village recorded in Plat Book 4% at Page 3% 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, 1989, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the 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 developemnt or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or 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.

- l. These lots shall be used solely and exclusively for single-family residential dwellings and shall not be used for commercial or business purposes, provided, however, that nothing herein shall be construed to prevent the owner, that is to say, Threatt-Maxwell Enterprises, Inc., or its successors or assigns, from maintaining temporary offices and storage on any lot while the subdivision is being developed. It is also specifically understood that the area designed as "Recreation Area" is not covered by these restrictions
- 2. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building shall have been approved in writing as to conformity and harmony of external design and materials with existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevation by a committee composed by T. C. Threatt and C. R. Maxwell, or by a representative designated by said committee. In the event of the death or resignation of any member of said committee, the remaining member shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committe, or its designated representative, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such buildings or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor their designated representative, will be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1989. Thereafter, the approval described in these covenants shall not be required unless, prior to 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 shall thereafter exercise the same powers previously exercised by said committee.

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