

9. The covenants and restrictions hereinabove set forth shall run with the land and shall be binding upon the undersigned and all parties or persons claiming by, through or under them until January 1, 1998 at which time these covenants and restrictions shall be automatically ceased and terminate unless a majority of the then owners of the lots shown on the recorded plat shall agree in writing to extend said covenants for additional (20) years. If the undersigned their heirs or assigns, shall violate these restrictions hereinabove set forth, it shall be lawful for any person or persons owning any real estate situate in said sub-division to prosecute any proceedings at law or in equity against the person or persons violating or anything to violate any of such covenants and restrictions and either to prevent him or them from doing so or to recover damages or other dues for such violation. Invalidation of anyone of these covenants or restrictions by any judgement or decree or a court of competent jurisdiction shall in no way affect any remaining provisions which shall remain in full force and effect.

10. The undersigned Pension Plan and Trust of L. & P. Enterprises Inc., are hereby authorized to waive to any mortgage the restrictions herein imposed as to the use of any lot or area if the same shall be necessary for a loan to be made with such property as security. If any of these covenants shall be found to be contrary to the recommendations of the Federal Housing Administration or any other national agency granting or insuring loans and shall render any lot in said sub-division unacceptable for any loan, the undersigned Pension Plan and Trust of L. & P. Enterprises Inc., shall have the authority to alter, amend or annul any such covenants as may be necessary to make any of the lots herein acceptable for such loan or loans.

PENSION PLAN AND TRUST OF L. & P. ENTERPRISES INC.,

Steve Ferrell

Donnie S. Tankersley

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

PROBATE

L. H. Tankersley  
L. H. TANKERSLEY TRUSTEE

Personally appeared the undersigned witness and made oath that (s)he saw the within named mortgagor sign, seal and as its act and deed deliver the within written instrument and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 1st day of June 1979

Sarah Harmon  
Notary Public for South Carolina

My commission expires Dec 1988

(SEAL)

Steve Ferrell

RECORDED JUN 8 1979

at 12:06 P.M.

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