STATE OF SOUTH CAROLINA 79 COUNTY OF GREENVILLE

PROTECTIVE COVENANTS APPLICABLE TO "QUAIL HILL ESTATES II SUBDIVISION" IN THE CITY OF GREENVILLE, COUNTY OF GREENVILLE, STATE OF SOUTH CAROLINA, AS SHOWN ON PLAT MADE BY CAMPBELL & CLARKSON SURVEYORS DATED MAY 2, 1979, IN PLAT BOOK 7 CAT PAGE 18

The undersigned, being the owner of those lots located in the City of Greenville, County of Greenville, State of South Carolina, in a subdivision known as Quail Hill Estates II, being all that piece, parcel and lot of land as shown on plat recorded in the RMC Office for Greenville County, South Carolina, in Plat Book <u>7</u>C at Page <u>18</u>, does hereby agree that the covenants and restrictions hereinafter set forth shall be binding on all parties and all persons claiming under them until December 31, 2009, at which time said covenants shall be automatically extended for successive periods of ten (10) 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 undersigned, or his heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other 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 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 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.

- 1. No building shall be located nearer to the front lot line or nearer to the side street line than the building set back line shown on the recorded plat. No building shall be located nearer to any interior side lot line than the distance represented by ten percent of the width of the lot (at the building set back line) on which said building is to be located. The main structure erected on any lot shall face the street on which such lot faces, with the exception of lots which lie at the intersection of East Parkins Mill Road and Quail Hill Court; buildings on said lots shall face said intersection.
- 2. No building shall be erected, placed or altered on any lot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony or external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by an architectural committee composed of Sallie C. Huquenin and Thomas B. Huguenin, or by a representative designated by said committee. In the event of 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 committee, or its designated representative, fails to approve or disapprove such design and location, within 30 days after said 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 have 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 its designated representative shall 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 December 31, 2009. Thereafter, the approval described in this covenant

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