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GPD ENVIOLE COLLEGE

PROTECTIVE COVENANTS for BEREA LANE

PLUE FARMS WORTH

PROPERTY OF 1. E. WILLIAMS, PLAT RECORDED IN PLAT BOOKHH, AT PAGE 141 , R. M. C. OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA.

The undersigned, J. E. Williams, being the owner of lots as shown on Berea Lane, as referred to above, does hereby agree that the covenants and restrictions hereinafter set forth shall be binding on all parties and all persons claiming under them until August 1, 1980, 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 party hereto, 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 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.

- lo No building shall be located on any residential building lot nearer than the building setback line as shown on the recorded plato
- 2. No dwelling shall be erected on any lot having a value of less than \$6,000.00. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1200 square feet in the case of a one story structure nor less than 1000 square feet in the case of a one and one half, two or two and one-half structure.
- 3. No trailer, basement, tent, shack, garage, barn or other out building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- 4. 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 have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision and as to the location of the building with respect to topography and finished ground elevation by a committee composed of J. E. Williams and Leon Campbell, 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 thirty (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 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 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 August 1, 1980. Thereafter the approval described in this covenant 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.
- 5. No obnoxious or offensive trade shall be carried on upon any of the