

PROTECTIVE COVENANTS
"BARKSDALE"

The undersigned, Barksdale, being the owners of "Barksdale", being all that piece, parcel and lot of land as shown on plat recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book QQ at Pages 118-119, do hereby agree that the covenants and restrictions hereinafter set forth shall be binding on all parties and all persons claiming under them until January 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 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 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 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 on any residential building lot nearer than the building setback line as shown on the recorded plat.

2. No dwelling shall be permitted on any lot at a cost of less than \$25,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated hereon for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 2,000 square feet for a one story dwelling, nor less than 1,500 square feet for a dwelling of more than one story.

3. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence temporarily or permanently, or 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 location of the building with respect to topography and finished ground elevation, by a committee composed of T. F. Huguenin and John T. Douglas, 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 January 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 of a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

5. No obnoxious or offensive trade or activity shall be carried on upon any of the property, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

6. No live stock, cattle, swine, sheep, goats, or other such animals of similar breed shall be permitted to be kept on any residential plot. Likewise, no chickens, ducks, geese, or other such fowls shall be permitted or kept on any residential plot.

7. This property shall be used only for single family residences provided, however, any lots may be used for the construction of a building for educational or religious purposes.

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