

PROTECTIVE COVENANTS APPLICABLE
TO
SECTION A, MANSFIELD PARK

JUN 20 2 52 PM '80

The undersigned, being the owners of lot numbers 23 through 63, in section A of Mansfield Park, 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 XXat pages 53, 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 agree 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 and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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1. No building shall be located on any residential building lot nearer than the building setback line as shown on the recorded plat.

2. Any residence constructed on lots 34 through lot 54, inclusive, and lots 60 through 63, inclusive, the ground floor area of the main structure, exclusive, of one story open porches and garages, shall be not less than 1,300 square feet for a one story dwelling, nor less than 1,000 square feet for a dwelling of more than one story. Any residence constructed on lots 55 through 59, inclusive, the ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1,500 square feet for a one story dwelling, nor less than 1,100 square feet for a dwelling of more than one story. Any residence constructed on lots 23 through 33, exclusive of one story open porches and garages, shall not be less than 1,200 square feet for a one story dwelling, nor less than 1,000 square feet for a dwelling of more than one story.

3. No trailer, basement, tent, shack, garage, barn or other out-building erected on 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 plat 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 buildings with respect to topography, finished ground elevation, and with respect to distances from side lot lines by a committee composed of Adela DuVernet, W. E. Freeman, Jr. & Romayne A. Barnes, or by a representative designated by said committee. In the event of death or resignation of any member of said committee, the remaining members 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

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