

said site faces as required by these restrictions and the recorded plat.

8. No residential unit, other than a mobile home or house trailer, shall be constructed on any lot containing less than 1,000 square feet of floor space exclusive of porches, garages and breeze-ways. No residence more than two (2) stories in height shall be erected on any numbered lot. No garage or other outbuilding more than one (1) story in height shall be erected upon any lot.
9. Any person, firm or corporation owning a lot or lots in Lynndale Subdivision shall be and become as a condition of ownership, and remain in good standing, a member of Lynndale Community Corporation, an eleemosynary corporation organized and existing under the laws of the State of South Carolina Certificate of Incorporation which is recorded in the RMC Office for Greenville County, S. C., in Deed Book 824, page 231. Each lot shown on the recorded plat shall be subject to an annual assessment not exceeding \$15.00 per lot per annum imposed by the Board of Directors of Lynndale Community Corporation for the purpose of maintaining and operating any sewerage disposal system from time to time owned or leased by said corporation. The Board of Directors of said corporation may impose such fines and penalties, suspend the privileges of or expel a member, cut off the sewer lines from the property of a member and prohibit a member from using any sewerage disposal system owned, operated or leased by said corporation, for the failure of a member to pay any dues, assessments or other charges not exceeding \$15.00 per annum per lot which may have been authorized and enacted by the Board of Directors of Lynndale Corporation and subject to its by-laws; provided, however, that nothing contained herein shall be construed to constitute a lien or encumbrance upon the land paramount to the lien of any mortgage secured by a properly recorded mortgage or to the lien of any laborer, contractor or materialmen furnishing labor or services in connection with the construction or alteration of any improvements located on any lot.
10. 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, 1987, at which time these covenants and restrictions shall automatically cease 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 an additional period of ten (10) years.

If the undersigned, their heirs or assigns, shall violate any of these restrictions hereinabove set forth, it shall be lawful for any person or persons owning any real estate situate in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting 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. Invalidity of any one of these covenants or restrictions by any judgment, or decree of a court of competent jurisdiction shall in no wise affect any remaining provisions, which shall remain in full force and effect.

11. The undersigned L. H. Tankersley and P. D. Tankersley are hereby authorized to waive to any mortgagee 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 subdivision unacceptable for any loan, the undersigned L. H. Tankersley and P. D. Tankersley shall have the authority to alter, amend or annul any such covenant as may be necessary to make any of the lots herein acceptable for such loan or