

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GREENVILLE)

GREENVILLE CO. S.C.
 RESTRICTIVE COVENANTS
 BRENTWOOD-SECTIONS III AND IV

WHEREAS, RACKLEY, BUILDER-DEVELOPER, INC., a South Carolina Corporation, is the owner of all that certain real estate in Greenville County, South Carolina known as Brentwood, Sections III and IV and is developing said property as a single subdivision.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and obligations herein contained for the benefit of Rackley, Builder-Developer, Inc., Its successors and assigns and the future owners of said property, the following restrictive covenants are hereby imposed on all lots shown on a plat of Brentwood, Section III and a plat of Brentwood, Section IV made by Piedmont Engineers and Architects dated respectively November 15, 1973 and March 12, 1974, and both recorded on April 5, 1974 in the RMC Office for Greenville County, S.C. respectively in Plat Book 5-D, page 42 and in Plat Book 5-D page 43, to-wit:

1. These lots shall be used solely and exclusively for single family residential dwellings and shall not be used for commercial or business purposes, provided, however, that nothing herein shall be construed to prevent Rackley, Builder-Developer, Inc., its successors and assigns, from maintaining temporary field offices and storage on any lot while the subdivision is being developed or any residential dwellings are under construction.

2. No building shall be erected, placed or altered on any building lot in this subdivision until the building plans, specifications and plot plan showing the location of such building shall have been approved in writing as to conformity and harmony of external design and materials 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 Eugene Rackley and Elizabeth M. Rackley, or by a representative designated by said committee. In the event of the 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 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 their designated representatives, will 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 April 1, 1980 and after said date the approval required in this covenant shall not be required.

3. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback line shown on the recorded plat. All residences shall face toward the front of the lot. No building shall be located nearer to any inside lot line than 10 feet. Detached garages and other outbuildings shall not be located nearer than 70 feet to the front lot line nor nearer than 10 feet to any side or rear lot line.

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