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SONNIE STANKERSLEY
R M.C

Protective Covenants applicable to the numbered lots 142 through 157 shown on plat of BROOKSIDE, SECTION SIX, PHASE ONE made by Clarkson Surveying, Jan. 2, 1981 recorded in the RMC Office for Greenville County in plat book 9-F page 19.

KNOW ALL MEN BY THESE PRESENTS, that DONALD E. BALTZ, owner of the numbered lots shown on plat of Section Six, Phase One, BROOKSIDE, made by Clarkson Surveying, Jan. 2, 1981 recorded in the RMC Office for Greenville County, S. C. in plat book 9-F page 19, does hereby covenant and agree to, and with all persons, firms and corporations who may hereafter acquire any numbered lot in Section Six, Phase One of BROOKSIDE SUBDIVISION, Greenville County, South Carolina, as shown on plat recorded in plat book 9-F page 19 in the RMC Office for Greenville County, S. C. that said lots are hereby subjected to the following restrictions as to use thereof, and the said restrictions are to run with the said property and every part thereof, by whomsoever owned, to-wit:

- 1. TERM. These covenants are to run with the land and shall be binding on all parties and persons claiming under them until October 1, 2012, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless an agreement signed by a majority of the then owners of the lots has been recorded to change said covenants in whole or in part.
- 2. ENFORCEMENT. If the owners of these lots, 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, persons, firms or corporations owning any real property in said subdivision to institute any proceedings at law or in equity against such person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. This provision shall be limited by the provision of Paragraph 3 regarding unintentional violations.
- 3. WAIVER OF UNINTENTIONAL VIOLATION: Donald E. Baltz may waive any unintentional violation of these restrictive covenants by appropriate written instrument, provided that if the unintentional violation occurs on any lot which is adjacent to a lot or lots which have been conveyed to a fee simple owner or owners, the consent of such owner or owners shall be obtained to such waiver.
- 4. MODIFICATIONS AND ALTERATIONS: Donald E. BAltz reserves the right to make such modifications and alterations to the restrictions and reservations herein created so long as such modifications and alterations promote the orderly and harmonious development of the subject property.
- 5. SEVERABILITY: Invalidation of any one or more of these covenants by judgment or court order shall not affect any of the remaining provisions which shall remain in full force and effect.
- 6. LAND USE: All lots shall be for residential use and no part of any lot shall be used for public streets, roads or alleys.

However, any lots may be used for the construction of a community club house and swimming pool or building or buildings for education or religious purposes.

- 7. BUILDING SETBACK: No building shall be located on any lot nearer to the front line than the minimum building setback lines shown on the recorded plat hereinabove referred to.
- 8. BUILDING TYPE: This property shall be used for single family residences only, No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in heights and a private garage for not more than two cars.
- 9. BUILDING SIZE: No single dwelling on the same level shall be permitted on any lot with a living area of less than 1,600 square feet exclusive of open porches and garages; 1,800 square feet for a tri-level, two story, or split level (foyer).

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