

8. 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.

9. There is reserved along the side and rear of the tract herein conveyed a five foot easement for drainage and utility installation and maintenance.

10. No fence, wall or hedge shall be erected or planted along any lot line and no tank for the storage of fuel above the surface of the ground shall be erected upon any lot, unless under the provisions of Covenant No. 2 hereof the written approval of the architectural committee shall be first obtained.

* See No. 11 below:

If the parties hereto or any or 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 situate in the remaining property of the Grantor not herein conveyed 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.

Invalidation of any one of these covenants by judgment or a Court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

It is further understood and agreed by and between the Grantor and the Grantees hereof that the remaining property of the Grantor located contiguous to the property herein conveyed shall in no wise be bound by these restrictions and shall in fact be free of same and it is the understanding of the parties that the only property of Grantor affected by these conditions and covenants shall be the 2.9 acres herewith conveyed to the Grantees.

11. No animals shall be kept, maintained or quartered on any lot except that cats, dogs and caged birds may be kept in reasonable numbers as household pets for the pleasure of the lot owners. There is further excluded hereunder the maintenance, control, or quartering of horses, which may be permitted only upon terms and conditions as may be specifically granted in writing by the architectural and if same become a source of complaint, the architectural committee, in its discretion, may limit or prohibit the keeping or harboring of any or all animals permitted hereunder.

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