

3. No single-story dwelling shall be permitted on any lot unless the heated floor space, exclusive of open porches or garages, has a minimum area of 1800 square feet. No dwelling exceeding one-story in height shall be permitted on any lot unless the first floor has a minimum heated area of 900 square feet, with a total minimum heated area of 1800 square feet.

4. No trailer, mobile home, 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.

5. No tract subject to these covenants shall be recut or re-subdivided so as to create an additional building lot less than one and one-half acres in area.

6. Cats, dogs, and caged birds may be kept in reasonable numbers as household pets for the pleasure of tract owners. In addition, the maintenance, control and quartering of horses, cattle, poultry and other non-offensive livestock may be permitted only upon terms and conditions as may be specifically granted in writing by the Architectural Committee.

7. No obnoxious or offensive trade or activity shall be carried on upon any of the property in the development nor shall anything be done thereon which may be or become an annoyance or nuisance in the neighborhood.

8. A ten (10) foot strip running along each side of all lot lines on all lots shall be reserved for installation and maintenance of utilities and drainage facilities.

9. All sewerage disposal shall comply with the requirements of the South Carolina State Board of Health and the Greenville County Health Department.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until September 1, 1999, 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 tracts it is agreed to change said covenants in whole or in part.

If the parties hereto or any of them, or their successors, heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property subject to these covenants or owning any portion of the remaining property of the undersigned, Stephen L. Whitten and Frances A. Whitten, adjoining the property subject to these covenants, 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 doing so or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 3 day of October, 1979.

IN THE PRESENCE OF:

Steph L. Whitten

Frances A. Whitten

STEPHEN L. WHITTEN

Frances A. Whitten  
FRANCES A. WHITTEN

MICHAEL D. ALBRECHT

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