

PLAT 2

The following restrictions are hereby imposed upon Lots Nos. 1 through 10 of the property of H. L. Baumgardner and L. T. Jones said property being known as Haynsworth Heights, as shown by plat recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book "V" at page 65.

1. All such lots shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars, and other out-buildings incidental to residential use of the plot.
2. No building shall be located on any residential building plot nearer than 25 feet to the front lot line nor nearer than 10 feet to any side street line. No building except a garage or other out-building located 60 feet or more from the front lot line shall be located nearer than 10 feet from any side lot line.
3. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 12,000 square feet nor a width of less than 60 feet at the front building line.
4. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
5. No persons of any race other than the American white race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.
6. No dwelling costing less than \$3,000 shall be permitted on any of said lots. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 600 square feet in the case of a one-story structure nor less than 400 square feet in the case of a one and one-half or a two and one-half story structure.
7. No trailer, basement, tent, shack, garage, barn or other out-building erected in 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.
8. All sewage disposal shall be by septic tank, meeting the approval of the State Board of Health until such time as municipal sewerage is made available.
9. These covenants are to run with the land and as a part of the general plan of development and shall be binding on all parties hereto, their heirs and assigns, and all persons claiming under them until January 1st, 1974.
10. If these parties hereto or any of them, or the 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 situated in said development or subdivision 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 damage or other dues from such violation.
11. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESS:

W. J. Riddle  
Leatrice B. Biles

H. L. Baumgardner  
L. T. Jones