

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

PROTECTIVE COVENANTS OF COLEMAN HEIGHTS

James R. Coleman, Beatrice L. Coleman, Mrs. Frances C. Williams/
J. Clyde Sexton, Raymond Lee Reese, Mary E. Reese, Stanley I. Coleman

We the undersigned, /Sarah G. Jamison, J. W. Hollingsworth, /
Sidney M. Clayton, Joe Earle Hawkins, Hoyt L. Smith and Hazel
Mary Smith, William E. Cox and Wilma M. Cox, Margie Sexton, Fred
Knight and Dorothy H. Knight, being the owners of all the lots
of Coleman Heights Subdivision, a plat of which is of record in
the R. M. C. Office for Greenville County, South Carolina in Plat
Book "II" at page 192, hereby agree that the covenants and rest-
rictions hereinafter set forth shall apply to said property and
shall be binding on all parties and all persons claiming under
them until September 1, 1975, at which time said covenants shall
be automatically extended for successive periods of ten years,
unless by a vote of a majority of the then owners of the lots, it
is agreed to change said covenants in whole or in part.

If the parties hereto, 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 or persons owning
any real property situate 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 damages
or other dues for such violation.

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.

(1) All of the lots in this subdivision shall be known and
designated as residential lots and the said property shall be used
for residential purposes only.

(2) No dwelling shall be permitted on any lot at a cost
of less than \$6500.00, based upon cost levels prevailing under
date these covenants are recorded, it being the purpose and inten-
tion of the covenants to assure that all dwellings shall be of
a quality of workmanship and materials substantially the same or
better than that which can be produced on the date these covenants
are recorded at the minimum cost stated hereon by the minimum
permitted dwelling size. The ground floor area of the main structure,
exclusive of one story open porches and garages, shall not be less
than 750 square feet for a one story dwelling nor less than 650
square feet for a dwelling of more than one story.

(3) No building shall be located on any lot nearer than
50 feet from the center of the road or street upon which the lot
fronts. No building except detached garage or other out building
located 75 feet or more from the front lot line shall be located
nearer than 5 feet to any side lot line.

(4) No trailer, basement, tent, shack, garage, barn or
other out building erected on the tract shall be used at any time
as a residence temporarily or permanently, nor shall any structure
of a temporary character be used as a residence.

(5) No noxious or offensive trade or activity shall be
carried on upon any of the property, nor shall anything be done
thereon which may be or become an annoyance or nuisance to the
neighborhood.