

3. No building shall be located nearer to the front lot line or side lot line or nearer to the side street line than the building setback line shown on the recorded plat, and the building shall face in the direction shown on recorded plat. The building committee designated in Paragraph 2 shall have authority to waive the requirements of this paragraph and of the recorded plat as to the facing of these buildings and as to the side line and setback line requirements.

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 trailer, basement, tent, shack, garage, barn or other outbuilding 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. No fence shall be placed nearer the street than the building line as shown on the plat.

6. The ground floor area of the main structure of any residence, exclusive of one-story open porches and garages, shall be not less than 1500 square feet, but if the house has a finished basement, the minimum area may be 1400 square feet. In computing the area of split level houses, the total number of square feet contained in the lower level shall be computed at one-half and when so computed, the minimum area of the entire split level house shall be not less than 1500 square feet. In houses having two stories, the ground floor area shall be not less than 900 square feet and the total finished area shall be not less than 1500 square feet. In computing the area under this paragraph, all basements, porches, carports, garages and breezeways shall be excluded.

7. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

8. These lots shall not be re-cut so as to face in any direction other than as shown on the recorded plat.

9. All sewage disposal shall be by sewage disposal system approved by the State Board of Health.

10. Any residence constructed upon any lot must be completed on the exterior and the lot landscaped within eight months after the date the footings are poured. A fine of \$100.00 for each month or portion thereof shall be imposed when any house and landscaping remains incomplete after the expiration of the said eight months and this fine is hereby levied against the said lot, and the said fine shall constitute a lien against this lot; provided, however, that the said lien shall not affect or prejudice the rights or liens of other lien creditors. Any fines so collected shall be used by the building committee constituted in Paragraph 2, for the beautification of the subdivision; provided, further, the said committee shall have the rights and authority to waive the said fine at any time either before or after it shall accrue. In addition to the fine above-mentioned, the developer of the subdivision, Threath-Maxwell Enterprises, Inc., may at its option, by giving thirty days' written notice to the owner and builder, complete any residence, where construction and/or landscaping have not been completed as aforementioned within eight months from the date the footings are poured, and any monies spent in completion of the residence shall constitute a lien on the premises which shall be prior to all liens except duly recorded mortgages which are on record prior to commencement of work by Threath-Maxwell Enterprises to complete the residence. Notice of the lien shall be given by the filing of a lis pendens in the office of the Clerk of Court of Greenville County. Also included in the lien shall be any cost (including attorney's fees) expended by Threath-Maxwell Enterprises, Inc. which may be expended to perfect their lien or collect monies expended by it to complete the residence.

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