

1978

(a) If said drive or roadway ceases to be used as described in Items 2 and 3 above;

(b) If title or possession of either Lot 15 or the adjacent tract is conveyed, leased, devised or in any manner alienated by Martha Ann Ross;

(c) If any additional residence is constructed upon said adjacent property; provided that the construction of an additional residence for occupation by Martha Ann Ross shall not be considered a violation of this agreement so long as no additional persons or families are permitted to occupy previously existing structures on the adjacent property.

5. It is further agreed that Martha Ann Ross, upon executing this agreement, does not, by this execution, admit that her use of this property as described herein is in violation of the restrictions and protective covenants.

It is likewise agreed that "Shell Stone Lot Owners" do not waive any right or prejudice themselves, or any of their heirs, successors, or assigns with regard to the enforcement of the restrictions and protective covenants above cited should the limited use herein agreed to be altered, or if any of the items set forth in Paragraph 4 above occur; and in line therewith, it is understood that the undersigned Lot Owners represent only themselves and do not have the authority to bind any other owner or other property in Shell Stone Park Subdivision.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 1st day of January, 1978.

In presence of:

[Signature]

Jack Mitchell
as to Martha Ann Ross

Martha Ann Ross
Martha Ann Ross

[Signature]
as to Shell Stone Park Owners

SHELL STONE PARK OWNERS

BY:

Frederick Earl Schroeder
Frederick Earl Schroeder (Lots 3 & 4)

Emma E. Schroeder
Emma E. Schroeder

Joe A. Babb
Joe A. Babb

Dorothy D. Babb (lot 2)
Dorothy D. Babb

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