

4. No dwelling shall be permitted on any lot with the ground floor area of the main structure, exclusive of one-story open porches, breezeways, and garages or car ports, less than 1350/square feet for a one-story dwelling, nor less than 1100/square feet for a dwelling of more than one story.

5. No noxious or offensive trade or activity shall be conducted upon any lot nor shall anything be done thereon which may be, or become an annoyance or nuisance to the neighborhood.

6. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the subdivision shall at any time be used as a residence temporarily or permanently, nor shall any structure of temporary character be used as a residence.

7. The right is reserved to lay or place or authorize the laying and placing of sewer, gas, and water pipes, telephone, telegraph and electric light poles on any of the streets shown on said recorded plat without compensation or consent of any lot owner, and an easement for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and on the rear and side 5 feet of each lot.

8. All sewerage disposal shall be by septic tank meeting the approval of the State Board of Health until such time as municipal sewerage disposal becomes available.

It is further understood and agreed that these covenants are to run with the land, and shall be binding on all persons claiming under them until January 1, 1982, at which time said covenants shall be automatically extended for successive periods of ten years unless by a majority of the then owners 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 contained, 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 the covenants by judgment or Court Order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

It is further understood and agreed that any structures or dwellings already situate upon the premises covered by these restrictions shall not be considered to be in violation thereof, but that upon the destruction or removal of any such structures, the premises upon which they are situate shall become subject hereto.

In Witness whereof, we have hereunto set our hands and seals this the _____ day of February, 1957.

In the presence of:

Leon D. Leeds

Fred A. Moehlenbrock

DBL (SEAL)

Hertude S. Bates (SEAL)

Frank E. Eskew (SEAL)

Ruby M. Eskew (SEAL)

Virginia Simkins (SEAL)

Anna M. Beaty (SEAL)

Francis Hudgens (SEAL)

Lillie D. Blackwell (SEAL)

(Continued on Next Page)