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PROTECTIVE COVENANT
PROPERTY OF J. T. MERRITT

CLERK OF COURTS

The undersigned, J. T. Merritt, being the owner of Lots 1-7 on plat entitled "Property of J. T. Merritt", recorded in Plat Book GGG at page 178-179, does hereby place upon said lots the covenants and restrictions hereinafter set forth which shall be binding on all parties and all persons claiming under them until November 21, 1996, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If any person or persons, 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 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. No dwelling shall be permitted on any lot at a cost of less than \$10,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant 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 for the minimum permitted dwelling size. No dwelling shall be erected on any lot containing less than 1250 square feet.

2. 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.

3. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee of two, consisting of J. T. Merritt and Ethel H. Merritt or by a representative designated by said committee. In the event of death or resignation of any member, the remaining member shall have full authority to approve or disapprove such design, and location, or to designate a representative with like authority. In the event said committee or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building, or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after November 21, 1966.

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