

WHEREAS W. Dennis Smith is the owner of all the lots in the Woburn Court Subdivision of the W. Dennis Smith property as shown on plat prepared by John A. Simmons, Reg. Surveyor, dated July 25, 1963 and which plat will be recorded forthwith in the R. M. C. Office for said County; and

WHEREAS W. Dennis Smith is developing the said property by promoting the erection of residences on the various lots on said plat for residential purposes; and

WHEREAS W. Dennis Smith is desirous of creating and putting into effect for the mutual protection of himself and the purchasers of any of the lots in said plat the protective conditions and restrictions hereinafter contained;

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS, That the said lots as shown on said plat are hereby encumbered with the following conditions and restrictions which shall be construed as covenants running with the land and binding upon the said W. Dennis Smith, his heirs and assigns, and upon any purchaser of said property, their successors, heirs and assigns, to-wit:

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until August 1, 1988, at which time said covenants shall be automatically extended for successive periods of 10 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 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 as shown on said plat 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.

2. All lots as shown on said plat shall be known and described as residential lots. No structures shall be erected, placed, or permitted to remain on any of said lots other than one detached single family dwelling and a private garage for not more than two cars and other outbuildings incidental to residential use of the lot. This restriction shall not prevent any person from using more than one lot for one dwelling house.

3. No residence shall be located nearer the street or road on which said lot faces than forty (40) feet. No residence shall be nearer than ten (10%) per cent. of width of lot to any side lot line. No detached garage or other outbuildings incidental to residential use shall be located nearer than seventy-five (75) feet from the front lot line, nor nearer than five (5) feet to any side or rear lot line. Where one residence is placed on two or more lots, the outer building lines only will apply.

4. No dwelling house shall be built on any lot unless the ground floor square foot area of said dwelling house, excluding porches, garages and carports, is one thousand (1,000) square feet, or more, in the case of a one-story structure nor less than eight hundred (800) square feet in the case of a one and one-half or two story structure.

5. 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.

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*W. Dennis Smith*