

NOW, THEREFORE, the undersigned do hereby impose the following restrictions and protective covenants on Lots Nos. 1 through 7, and Lot No. 10 of Chestnut Mountain Subdivision, as shown on the aforementioned plat (hereinafter referred to as the "lots"):

These covenants shall run with the land and shall be binding on all parties, and all persons claiming under then until January 1, 2000, at which time said covenants shall automatically be extended for successive periods of ten years, unless by vote of a majority of the owners of said lots, prior to said expiration date, it is then agreed to change said covenants in whole or in part. In such vote, each lot shall be entitled to one vote and only one vote, irrespective of ownership. If the parties hereto, including the owner of any portion of the premises, or any of them or their heirs, successors 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 subdivision, which is subject to these restrictions, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant, and either prevent him or them or it from so doing, or to recover damages or other dues for such violation. No violation of any of these covenants by judgment or court order shall in any way affect any of the other provisions which shall remain in full force and effect.

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