

be landscaped to present a reasonably pleasing appearance. Signs upon any lot shall not exceed Five (5') Feet by Ten (10') Feet, excepting those that may be erected on the top of any building, which shall not be over Fifty (50') Feet long, nor Twenty (20') Feet above the roof of such building.

6. No use shall be made of any lot, nor any industrial or manufacturing activity conducted thereon, which would be objectionable in light industrial or light manufacturing area by reason of excessive odor, noise, vibration, smoke, dust or gasses; nor shall any business be conducted thereon which would constitute a common law nuisance in such an area or increase the fire hazard to adjoining properties. The operation or maintenance of a junk yard or similar salvage operation on any portion thereof is prohibited.

7. Adequate off-street parking shall be provided on the premises for the employees of any business located thereon.

8. No loading docks or platforms shall adjoin or front upon any street or road except, where the building is located so that there are streets on four sides of it, the loading docks or platforms shall be on the side or rear of the building.

9. Invalidation of any one or more of these protective covenants by judgment, court order or otherwise shall not affect the remaining covenants, and the remaining covenants shall remain in full force and effect.

10. The foregoing conditions and restrictions shall constitute an encumbrance upon the property hereby conveyed and be effective for a period of Twenty-five (25) years from the date hereof, and no longer.

These restrictions may be waived and/or released in whole or in part, upon approval of the owner or owners of a majority of the area of the entire tract of approximately Fifty (50) acres owned by Pearle R. Daniel and from which subject property is carved; said waiver or release to be evidenced by duly executed instrument in writing, recorded in the Office of the Register of Mesne Conveyance, specifying the provision hereof that have been waived or released. Provided, however, any person, firm or corporation owning any part of the tract hereby conveyed or any portion of the aforesaid larger tract of approximately Fifty (50) acres owned by Pearle R. Daniel (from which this tract is this day carved) may enjoin violation of any provision hereof, not previously released or waived, or institute suit for any damage sustained by reason of any breach, without liability therefor.

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TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned, unto the said United States Register Company, its successors and assigns forever.

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