

for each lot in the event legal title thereto shall be held jointly or otherwise.

If the undersigned, its successors or assigns, or any property owner of any lot into which the property described above shall subsequently be cut should violate or attempt to violate any of the covenants, conditions, and restrictions herein contained, it shall be lawful for any person or persons owning any of the real estate described above which is situated in Collins Creek Subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate same, to either prevent him or them from so doing or to recover damages or dues for such violations.

Invalidation of any one of these covenants, conditions or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

ARTICLE I: USES PERMITTED AND PROHIBITED

(1) All lots shall be exclusively used for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family residential not to exceed two and one-half stories in height, and a garage attached or detached for private passenger automobile and servants quarters, and which shall have been approved by the Architectural Committee for qualification of workmanship and materials, harmony of external design with existing structure and as to location with respect to topography and finished grade elevation.

(2) No trailer, basement, tent, shack, garage, barn or other out-building erected upon any lot shall at any time be used as a residence either temporarily or permanently. No structure of a temporary nature shall be used as a residence and no house trailer shall be placed on any lot either temporarily or permanently.

(3) No obnoxious or offensive activity shall be carried on anywhere on the property subject to these covenants nor shall any-

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