

The within property is herewith granted subject to the following restrictions:

1. No dwelling shall be permitted upon this property at a cost of less than \$38,000.00.
2. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1,600 feet nor less than 1,100 feet for a dwelling of more than one story with a total square footage requirement of 1,700 square feet for all dwellings of more than one story.
3. The property herein conveyed shall be used for residential purposes only and no business activity nor any noxious activities shall be permitted thereon.
4. The property herein conveyed cannot be recut so that any lot after recutting shall contain less than 1 1/4 acres.
5. All residences constructed on said property shall face an improved road.
6. No building shall be erected, placed or altered on any building plat on this property until the building plans, specifications and plot plans showing the location of such building have been approved in writing by an architectural committee composed of Earl Dupree Lancaster and Newton J. Fisher or by a representative designated by said committee.
7. In the event of the death or resignation of any member of said committee, the remaining member shall have full authority to approve or disapprove such design, and location or to designate a representative with like authority.
8. No trailer, basement, tent, shack, garage, barn or other out-building 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.
9. There is reserved along the side and rear of the tract herein conveyed a five foot easement for drainage and utility installation and maintenance.
10. No fence, wall or hedge shall be erected or planted along any lot line and no tank for the storage of fuel above the surface of the ground shall be erected upon any lot, unless under the provisions of Covenant No. 2 hereof the written approval of the architectural committee shall be first obtained.

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 situate in the remaining property of the Grantor not herein conveyed 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 a Court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

It is further understood and agreed by and between the Grantor and the Grantees hereof that the remaining property of the Grantor located contiguous to the property herein conveyed shall in no wise be bound by these restrictions and shall in fact be free of same and it is the understanding of the parties that the only property of Grantor affected by these conditions and covenants shall be the 1.8 acres herewith conveyed to the Grantees.