

2. No business structure shall be erected or placed upon any portion of the property unless the front of such building be faced with brick, perma-stone or similar rock or stone and the front window or windows be of plate glass, nor shall the cost of such building be less than \$3,000.00.
3. All sewage disposal shall be by septic tank meeting the approval of the State Board of Health or by Municipal Sewage System when the same is made available.
4. No trailer, basement, tent, shack, garage or barn or other outbuilding erected or placed upon any portion of the said property shall at any time be used as a residence either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
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 any annoyance or nuisance to the neighborhood.
6. No public dance hall shall be operated on the property or any portion thereof.
7. No residential lot shall have a frontage of less than 60 feet.
8. 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 person or persons owning any of the said real property or for the Grantor 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, her or them from so doing or to recover damages for such violation.
9. These covenants are for the benefit of the property reserved to the Grantor and also subsequent purchasers and shall run with the land and bind all parties claiming under them until June 1, 1962, at which time said covenants shall be automatically extended for successive periods of 10 years each unless a majority of the then owners agree in writing to change said covenants in whole or in part.
10. The invalidation of any one of these restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

The Grantee agrees that he will use all due diligence to have water lines installed and constructed throughout said property as soon as possible, and Grantor agrees that for a period of two years from the date hereof or until such water lines shall have been constructed and are ready for use, whichever period of time shall be the lesser, the Grantee shall have the right to use the water line which extends across the property reserved to the Grantor (located on Greenacre Road and the North side of Claverton Drive) and which now serves Lots 10 and 15, the meter for said water line to be transferred to the name of the Grantee and the Grantee to keep said line in proper repair and to assume all liability in connection with the use and upkeep of the same. It is further expressly understood and agreed that the right and easement for the use of said water line across the property of Grantor shall cease and determine upon the expiration of the term herein provided for, and Grantor shall have the right to cut and block said water line at any point on her property and shall not be liable to the Grantee or any other person or persons for any claim or claims for damages in connection with or arising out of the discontinuance of such water line.

The Grantee agrees to pay all taxes on said property for 1952.

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 Premises before mentioned unto the said.....

Dr. E. L. McPherson

his Heirs and Assigns forever.

