

constitute a nuisance. No cows, swine, horses or other animals, except pets shall be kept on any lot. No stagnant water, stale garbage or other unsanitary conditions conducive to the breeding of mosquitoes or flies or otherwise prejudicial to public health shall be maintained or allowed to exist on any lot.

8. No trailer, bus or other similar type of vehicle, whether or not the wheels are removed therefrom, shall be kept, placed, or used on any lot or allowed to remain on a lot for more than seventy-two (72) hours, and the presence of such type of vehicle on a lot shall be considered a nuisance.

9. The grantor reserves to herself, her heirs, and assigns, the fee simple title in all streets, lanes, ways or roadways, shown on the said plat and the right to locate, construct, lay, erect, repair, and maintain sewer, drain, gas, water, telephone, and electric lines, pipes, conduits, poles, wires, appliances, fixtures, and attachments, or any one or more of the, thereof, thereover, or thereunder, and to use the same for such other reasonable purposes as they may deem proper or necessary but not inconsistent with the use thereof as streets, lanes, ways, or roadways and further reserves to herself, her heirs and assigns, the exclusive right to fix the grade of all said streets, lanes, ways, avenues, crossings, drives, and roadways, and to grade, change the grade, or regrade the same or any of them, and to convey or grant to any person or persons, corporation or municipality, county, or other governmental body or political subdivisions, all her rights, title, and interest in the same or any rights of easements therein not inconsistent with the use of the same as streets, alleys, ways or rights-of-way.

10. The grantor further reserves to herself, her heirs and assigns, an easement to locate, construct, lay, erect, and maintain water, gas, sewer, telephone, and electric lines, mains, pipes, conduits, drains, poles, and wires, with necessary appliances, or any one of them for any one or more such purposes, under, on, or over the surface of the ground, along or within five (5) feet of the rear boundary line of any one or more or all the said lots with the further right to enter upon any lot for the purpose of locating, constructing, laying, erecting, repairing, maintaining, or removing the same.

11. The provisions herein set forth restricting the use of the said lots and of each and every one of them are intended and shall be construed to be covenants running with the land and for the benefit of and as binding upon the grantor herein and any subsequent purchaser or purchasers and their respective heirs and assigns, but shall be enforced only by suit in equity to enjoin a violation thereof, actual or threatened, and to recover damages for such violation, and failure to enforce a covenant shall not be deemed a waiver of such right or of the right, at any time thereafter, to enforce that covenant of any other covenant.

12. Nothing herein contained shall be held to impose any restrictions, conditions, limitations, or easements upon any other property of the grantor, it being the intent of the grantor that these restrictions shall apply solely and only to the lots herein described.

13. The covenants and restrictions herein contained shall be deemed several and independent, so that the invalidity of any one or more of them shall in no wise affect the validity of the others.

14. The restrictions herein imposed shall be and continue of force and effect until October 10, 1983, subject to change or modification, during such time, only by and with the written consent of all the owners, at the time of such change or modification, of all the lots subject to such restrictions, and shall cease to be of force and effect after October 10, 1983.

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