

This conveyance is subject to the following restrictions until January 1, 1989 at which time these covenants shall be automatically extended for successive periods of ten years each unless by vote of a majority of the owners of the lots and tracts affected it is agreed to change the covenants in whole or in part.

(1) All of the lots and tracts into which the above described property might be divided shall be used exclusively for single family residential dwellings containing not less than 2,000 square feet of floor space exclusive of porches, garages and breeze ways.

(2) No trailer, basement, tent, shack, garage, barn or other outbuilding 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.

(3) No house trailer shall be placed on any lot either temporarily or permanently.

(4) No noxious or offensive activity shall be carried on anywhere on the property subject to these covenants, nor shall anything be done thereon which may be or become a nuisance or menace to the neighborhood. No numbered lot or any part thereof shall be used for any business or commercial purpose or for any public purpose.

(5) All fuel oil tanks or containers shall be covered or buried underground consistent with normal safety precautions.

(6) Sewerage disposal shall be by municipal or community sewerage disposal system, or, if by septic tank, in compliance with the specifications of the State Board of Health.

(7) No animals shall be kept, maintained or quartered on any lot except that cats, dogs and caged birds may be kept in reasonable numbers as pets for the pleasure of the occupants; and a maximum of two saddle horses or ponies may be kept on any tract or lot which is more than one acre either by itself or when used together with another lot as a site for only one residence.

(8) No residence more than two-stories in height shall be erected upon any lot.

(9) The property herein conveyed is declared to be a bird sanctuary and any hunting of any wild birds is hereby prohibited.

(10) A five-foot easement is reserved along all lot lines for drainage and utility installation and maintenance; provided, however, that when more than one lot is being used as a site for only one resident, the aforesaid five-foot easement shall apply only with respect to the exterior side and rear lines of such consolidated lot.

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

J. ED ILER and DUKE K. McCALL, JR. Trustees under Declaration of Trust of January 29, 1969, their successors

~~and~~ and assigns forever.

AND we do hereby bind ourselves and our heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said

J. Ed Iler and Duke K. McCall, Jr., Trustees under Declaration of Trust of January 29, 1969, their successors

~~heirs~~ and assigns against us and our heirs and every other person whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hands and Seals this 10th day of February in the year of our Lord one thousand nine hundred and Sixty-Nine

Signed, Sealed and Delivered in the Presence of

Charles F. [Signature]
Lewis C. Barker

John C. Coltha (SEAL)
Ellis L. Darby Jr. (SEAL)

_____ (SEAL)
_____ (SEAL)