

other equipment for the storage or disposal of such materials shall be kept in a clean, sanitary condition.

8. No building shall be erected on any residential building lot nearer than 40 feet to the front line of said lot.

9. No inoperative vehicles are permitted on said lot in excess of thirty days.

10. Any fence placed in front of the building set-back line shall be of an ornamental design.

11. These covenants are to run with the land and shall be binding on all parties and/or persons, their heirs or any persons claiming under them until 1999. Said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners it is agreed to change said covenants in whole or in part.

12. If the parties or any of them or their heirs or assigns violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any lot or any lots in said development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any covenant and either to prevent him or them from so doing or to recover damages or other dues for such violations.

13. Invalidation of any of these covenants by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF B. F. Reeves, Huey K. Houser, Barbara Sue Houser, James W. Melton, Ann B. Melton, Jerry D. Simmons, Betty O. Simmons, James H. Phelps, Thelma E. Phelps, Charles Rentz, Jr., Jo Ann P. Rentz, Joe W. Barton and Shirley H. Barton have caused this instrument to be executed this 15 day of October, 1973.

In the Presence Of:

Euntha H. Babb
Brenda Buchanan

B. F. Reeves
B. F. Reeves
Huey K. Houser
Huey K. Houser

YR&C #4

(Continued on Next Page)

10245

4328 NY-2