

0156

2. All of said strips, parcels or lots of land as shown on said plat prepared by Jones Engineering Service, dated October 12, 1973, and lying on the westerlymost line of said property immediately to the east and contiguous with said "Tree Buffer" area and identified as "Parking Buffer" area, are hereby restricted to be used for parking purposes or any similar use, with the understanding and agreement that no permanent structure of any kind shall be erected or placed on said strip.

These covenants are to run with the land and shall be binding upon the said George N. Gault and Kenneth M. Williams, their heirs and assigns, forever, unless and until the said restrictions applicable to Terrydale (now Henderson Forest) Subdivision shall lapse, be revoked or otherwise declared null and void, and shall be for the benefit of all lot owners of Henderson Forest (formerly Terrydale) Subdivision, including Investment Properties, Inc., their heirs, successors and assigns, forever.

If the parties hereto, or any of them, or their successors, heirs or assigns, shall violate or attempt to violate any of the covenants contained herein, it shall be lawful for any person or persons owning any real property situate in Henderson Forest (formerly Terrydale) Subdivision, to prosecute any proceeding at law or in equity against the person or persons so violating or attempting to violate such covenants 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 Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused these restrictive covenants to be executed this 18th day of October, A.D., 1973.

In the presence of:

Mary H. Southern
Henry Thilgatz
Henry Thilgatz
Mary H. Southern

George N. Gault
George N. Gault

Kenneth M. Williams
Kenneth M. Williams

(CONTINUED ON NEXT PAGE)

4328 IV-2