

Invalidation of any one of these covenants by judgment, court order, or otherwise shall not in any way affect any of the other provisions, which shall remain in full force and effect.

The restrictions and covenants to be imposed upon the aforesaid 3.81 acre tract are as follows:

- (1) No obnoxious or offensive trade or activity shall be carried on upon any of this property nor shall anything be done thereon which may be or become an annoyance or nuisance to adjacent property owners.
- (2) No junk motor vehicles of any type or other junk of any type shall be allowed to remain on any of this property unless such is enclosed within a building situated upon the property. The practice of any type mechanical trade to serve the public shall not be permitted upon any of this property.
- (3) No trailer or mobile home, basement, tent, shack, garage, barn or other building erected on said property shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- (4) This property shall be used only for residential purposes, and no type commercial trade or activities shall be permitted at any time.
- (5) The residence, or if more than one residence be built on this property, then each residence shall contain in the ground floor living area of the main structure, exclusive of one-story open porches and garages, the following: Two thousand (2000) square feet for one-story structures and for two-story structures, ground floor area and second-story area of twenty-two hundred (2200) square feet. No concrete blocks or imitation type construction material shall be used in said structures. No dwelling shall be permitted on this property at a cost of less than Twenty-Five Thousand (\$25,000.00) Dollars exclusive of any land or lot cost, based upon cost levels prevailing on the date this property contract is executed. It being the intention and purpose herein to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date this contract is executed, at the minimum cost stated herein for the minimum permitted dwelling size.

A M E N D M E N T

- (6) Section (3) above is amended as follows: The double-wide mobile home owned by William A. and Frances C. Barrett consisting of 1440 sq. ft., being constructed of 2x4 studding may be used as the permanent base unit for their home provided that two years from date of their deed to this 3.81 acres, they must have in place a hip type composition roof and the front must be either bricked in full or a combination of brick and wood siding.
- (7) Section (5) is amended as follows: William A. and Frances C. Barrett shall have four (4) years from date of their deed to this 3.81 acres to comply with the square footage required in this section. This square footage necessary above the 1440

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