

3. Nothing herein contained shall be construed to prevent Cothran & Darby Builders, Inc. and/or M. G. Proffitt, Inc., or their successors and assigns, from maintaining temporary sales offices and storage on any lot, common grounds or recreational facilities while the subdivision is in the process of being developed and houses constructed within the development.

4. The covenants herein contained are to run with the land and shall be binding on all persons claiming under them until the 31st day of December, 1994, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the lots, it is agreed to change said covenants and building restrictions in whole or in part.

If the undersigned, or their Successors, Heirs or Assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one or more 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, the said developers have hereunto set their hands and seals this 28th day of September, 1977.

Witness:

Debbie S. Roberts

Moye R. Johnson

Ellis L. Darby, Jr.

Mythakam Proffitt III

JOHN COTHAN COMPANY, INC.

By John C. Cothran
President

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