

9. No one story, split level or story and one-half residence shall be constructed which contains less than one thousand six hundred (1,600) square feet of floor space, exclusive of garages, breezeways, carports or porches. No two-story residence shall be constructed which contains less than one thousand two hundred (1,200) square feet of floor space on the ground floor, nor less than one thousand two hundred (1,200) square feet of floor space on the second floor, exclusive of carports, breezeways, attached garages, or porches.

10. An easement five feet in width is reserved over the side and rear lines of the premises for installation, operation and maintenance of utilities and for drainage purposes for the benefit of other property of the Grantor herein, his heirs or assigns.

11. The premises shall not be graded or altered so as to interfere with the natural drainage of the premises or any surrounding property through existing ditches or swales without the written consent of Charles L. Satterfield his heirs or assigns.

The within restrictions may be enforced by the Grantor herein, his heirs or assigns, and any other person who has purchased any portion of the premises described in the deed from D. L. Cunningham to the Grantor referred to in the within deed provided that the premises so purchased have been made subject to these or any similar restrictions. And it shall be lawful to prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate the within restrictions or any similar restrictions as aforesaid to prevent such person from so doing, or to recover damages for such violation.

Invalidation of any one or more of the within covenants shall in no wise affect any other provisions, which shall remain in full force and effect.

RECORDED OCT 19 1981

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