

These covenants are to run with the land and shall be binding on all parties and owners of such lands and any parties holding under them. The grantee(s) hereto do covenant and agree to preserve the parcels of land described in this deed in a purely residential atmosphere, subject to the following covenants and restrictions to be binding upon the owners of said premises and any parties holding under them and to limit the use of the premises:

1. All lots shall be used for residential purposes only and no lot shall be occupied by more than one single family dwelling unit and a private garage for residential use.
2. No building shall be erected on said premises that shall exceed two and one-half ($2\frac{1}{2}$) stories in height.
3. No portion of any lot shall be sold, or separated from the platted lot so as to increase or decrease the size of said lot.
4. No lot shall be subdivided so as to form additional building lots.
5. No commercial, retail, wholesale, professional or business activity shall be conducted or carried on any lot or in any structure located on said lot.
6. No trailer, basement, tent, shack, garage or any other type of temporary or out-building shall be at any time used as a residence either temporary or permanent.
7. No animals other than domestic household pets shall be maintained on said lot. No bus, trailer, boat, un-licensed or unoperable automobile, machinery, construction material (other than during construction or remodeling of a dwelling), or any other debris, junk or unsightly material shall be stored or maintained on said lot other than in the dwelling or a garage attached to or used in conjunction with a residence.
8. No fence, wall, windbreak, hedge or other barrier in excess of four (4) feet in height shall be built or maintained in the setback area, nor in excess of six (6) feet on any other part of any lot unless it is a structural part of a dwelling or garage.
9. No sign of any kind shall be erected or maintained upon the roadway fronting on said lot other than one identifying the residential inhabitants of the dwelling or any advertising sign advertising the property for sale during such time as the lot and dwelling are actually for sale.
10. No dwelling shall be built or moved onto said lot that does not have a ground floor living area of one thousand three hundred (1300) square feet or more if a one (1) story structure; one thousand (1000) square feet of living space on the ground floor if a split level structure and seven hundred (700) square feet of living space on the ground floor if a two (2) story structure. The square footage referred to herein shall be exclusive of garages, open porches or covered patios.
11. Enforcement of these covenants may be by any proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Such action may be brought by any lot owner or group of lot owners within the subdivision within which this lot is located.
12. Invalidation of any one 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.
13. All buildings constructed on said lot shall be completed within one and one half ($1\frac{1}{2}$) years from the date construction was commenced consistent with its plans and specifications.
14. Any excess ground resulting from excavation for construction or grading shall be transferred by the Grantee to an area designated by Grantor within the subdivision in which this lot is located and shall not be removed without the expressed written permission of Grantor.

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