

1. LAND USE AND SIZE.

No lot shall be used except for residential purposes. No residence shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling with garage not to exceed two stories in height. The undersigned owners, or their heirs may resubdivide any or all lots in said Addition or may, by recordable instrument, authorize subsequent owners to make such resubdivision, but no residence shall ever be constructed on any lot containing a land area of less than fourteen thousand (14,000) square feet.

2. DWELLING SIZE.

The floor area of the residences, exclusive of open porches and garages and carports, shall not be less than one thousand four hundred (1,400) square feet.

3. ARCHITECTURAL COMMITTEE.

In an effort to maintain the aesthetic and environmental beauty of this addition, to protect all homeowners in the addition and to fully co-ordinate and make compatible this addition with the surrounding residential areas adjacent to this addition, J. F. CANNON, GEORGE HAMILTON, and A. J. SMART shall make up the residential plan and architectural control committee for the COUNTRY GARDENS ADDITION herein described.

It is required that before any construction begins upon any lot in this addition, all architectural and/or residential plans must be approved by a majority of the members of stated committee.

In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor.

No building, fence, wall, or other structure shall be connected, erected, or maintained upon the properties, nor shall any exterior addition to, or change or alteration therein, be made nor shall any landscaping of any lot or lots be undertaken, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography.

In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and such Committee shall fail either to approve or reject such plans and specifications for a period of thirty (30) days following such submission, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been had.

4. EXTERIOR WALLS.

Exposed exterior wall area, exclusive of doors, windows, and gable area, shall be sixty (60%) per cent brick, brick veneer, stone, stone veneer, or masonry construction. Exterior wall material, exclusive of the required brick, brick veneer, stone, stone veneer, or masonry construction area, shall be of standard construction material selected and designed to add to the architectural appearance of the building.

Provided, however, exception of this particular restriction may be made by the Architectural Control Committee upon approval by them of a specific residential plan presented to them prior to start of construction.

5. BUILDING LOCATION.

No building shall be located on any lot nearer than twenty-five (25) feet to the front lot line, or nearer than twelve (12) feet to any side street line. No building shall be located nearer than ten (10) feet to an interior lot line. The residence on any corner lot shall face either direction, but the said setback line on the side street shall conform with the setback line provided for other houses on that same street.

The undersigned owners and their heirs may permit a change in the setback line on any lot in said subdivision when in the opinion of said parties, it seems advisable and in the best interests of the subdivision and building plan to submit such change.

6. NUISANCES.

No noxious or offensive activity or business shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. TEMPORARY STRUCTURES.

No trailer or mobile home or other such structure whether remaining on wheels or permanently set on blocks or slab, shall be permitted on said property at any time for any purpose.

Further, no home or other structure for living purposes shall be moved onto any portion of the premises for any reason.

8. AUTO AND OTHER VEHICLES.

No auto, truck, boat, motorcycle, or other vehicle not registered shall be allowed to remain on said premises at any time.

No part of such premises not any structure thereon shall be used for storage of vehicles, machinery parts, lumber, building materials, dirt, sand, furniture, building or construction trucks or equipment, heavy equipment of any kind, or any other unsightly or aesthetically displeasing matter foreign to or inconsistent with residential or normal household purposes.

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9. USE.

No business or commercial operations or functions of any kind or nature shall be permitted on said property or any portion thereof. However, a portion of any dwelling house may be used as a private office to be used only by the owner thereof and with business to be conducted only within the confines of such home. No signs or display of any nature related to any type of business, commerce or professional, shall be displayed on any portion of said property.

The only exception to the restriction is placement thereon of a "For Sale" or "For Lease" sign should the property be so placed on the market for such.

10. LIVESTOCK AND POULTRY.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except there may be permitted two (2) horses and two (2) cows on any lot that has an acreage of one (1) acre or more. There may also be kept two (2) dogs, cats, or other variety of household pets on all lots of any size, provided that they are not kept, bred, or maintained for any commercial purpose.

Further, there shall not be kept, bred or maintained any exotic animals such as snakes, cougars, bobcats, skunks, lions, tigers, or other such variety of animal on any lots.

11. ACCESS.

Access to this lot shall be by those roadways designated as such on the plat hereof and in no other manner.

12. TERMS.

These covenants and restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of fifteen (15) years from date this instrument is recorded. After which time, said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants and restrictions, in whole or in part.

13. ENFORCEMENT.

Enforcement shall be by 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.

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