

RESTRICTIVE COVENANTS contained in deed of dedication of
HOLLINDALE SUBDIVISION recorded May 2, 1946, in Deed Book 487,
page 210.

First: That no apartment houses, flats, row of houses, stores, or theaters or place of business, shall be erected or constructed on the above described lots and that all buildings or structures erected or constructed on any single lot shall be designed and used for the private residence of not more than one family, except garages for the exclusive use of owners of said property may be erected in connection with such residences; that before the erection or construction of any buildings or structures on the said property the plans and specifications thereof showing the kind of materials to be used in such construction; the color scheme of the outside of such structure, together with the plot plan and specifications of the location of said buildings or structures including all garages, terraces, fences and walls and the location of all driveways and walkways shall be first submitted to and approved in writing by John E. McPherson or Robert L. McPherson or the survivor of them, or the nominee of survivor, and that no change or alteration in the same shall be made without first obtaining the written consent of the said John E. McPherson or Robert L. McPherson or the survivor of them, or the nominee of the survivor, to such change or alteration.

Second: That said property or any building or structure erected thereon, shall never be used or allowed to be used for manufacturing, mechanical, business, hotel, tourist home, boarding house, theater, night club, road house, or entertainment purposes or for any other purpose which would be a nuisance or objectionable to the neighborhood.

Fifth: That no heating apparatus, in or for any building erected or to be erected upon said property shall be fired or operated with anything other than smoke-free fuel, unless such apparatus be equipped, operated and maintained with adequate devices that eliminate smoke.

Sixth: That said property shall never be used or occupied by, or sold, demised, transferred, conveyed unto or in trust for, leased or rented, or given to Negroes or any person or persons of

Negro blood or extraction, or to any person of the Semitic race, blood or origin, or Jews, Armenians, Hebrews, Persians and Syrians, except that this paragraph shall not be held to exclude partial occupancy of the premises by domestic servants of any owner of the said property.

Seventh: That no resubdivision of the said property, nor any division of the same shall be made without the consent in writing of John E. McPherson or Robert L. McPherson or the survivor of them, or the nominee of the survivor.

Eighth: That the covenants herein contained and as above set forth shall run with the land until January 1, 1966.

Ninth: John E. McPherson or Robert L. McPherson or the survivor of them, hereby expressly reserve to themselves, or their assigns, and are hereby granted the right in case of any violation of any of the conditions or upon a breach of any of the covenants or agreements herein contained to enter the property upon which, or as to which, such violation or breach exists, and to summarily abate and/or remove the condition or things, that may exist, or be thereon, contrary to the intent and meaning of the provisions hereof, as interpreted by the said John E. McPherson or Robert L. McPherson, or the survivor of them, or their assigns, and the said John E. McPherson or Robert L. McPherson, or the survivor of them, or their assigns shall not by reason thereof be deemed guilty of any manner of trespassing for such entrance, abatement, or removal which shall be at the cost and expense of the owner of the property. Failure by John E. McPherson or Robert L. McPherson, or the survivor of them, or their assigns, to enforce any of the covenants of this deed shall in no event be deemed a waiver of the right to do so thereafter, or of the covenant itself.