

= ^{No. 1478} PROTECTIVE - COVENANTS =

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1968, at which time said Covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said Covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or 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 of these Covenants by judgement or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

- A- All lots in the tract shall be known and described as residential lots.
No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than 2 cars and lot 23 and 24 may be used for a two-family dwelling.
- C- No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 25 feet to the front lot line. No building, except a detached garage or other outbuilding located 60 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line.
- D- No residential structure shall be erected or placed on any building plot, which plot has an area of less than 4000 square feet or a width of less than 41 feet at the front building setback line.
- E- No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- F- No trailer, basement, tent, shack, garage, barn or other out-building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- G- No dwelling costing less than \$3000 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 700 square feet in the case of a one-story structure nor less than 500 square feet in the case of a one and one-half, two or two and one-half story structure.
- I- Occupancy Clause. No person of any race other than the Caucasian Race shall use or occupy any building, or any lot, except that this Covenant shall not prevent occupancy by persons of a different race domiciled with an owner or tenant.
- J- No garage shall be erected on the lots in the tract which shall be less than eleven feet in width or less than twenty feet long, and all such garages constructed on said lots shall conform to the same class of construction and materials for the walls and roof as the house, except this Covenant shall not apply to garages now constructed.