

ACHED TO AND MADE A PART OF LAWYERS TITLE INSURANCE CORPORATION'S

POLICY NO. 7321-316

liber 545, folio 280

liber 562, folio 83.

CHEVERLY

All lots in the tract shall be known and described as residential lots. No structures shall be erected, situated, 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 two cars.

2. No building shall be located nearer to the front line or nearer to the side street line than the building set-back line shown on the recorded plat. No building shall be located nearer than eight feet to any side line except that the side line restriction shall not apply to a detached garage or other outbuilding located seventy feet or more from the front lot line.

3. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5,000 square feet nor a width of less than 50 feet at the front building setback line.

4. 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.

5. No persons 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 domestic servants of a different race domiciled with an owner or tenant.

6. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on 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.

7. No septic tank shall be installed without the approval of Town, County, and State Health Authorities.

8. No dwelling costing less than \$4,000.00 shall be permitted on any lot in the tract, the ground floor area of the main structure exclusive of one-story open porches and garage shall be not less than 650 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.

9. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1956, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots, it is agreed to change the said covenants in whole or in part.

10. If the parties thereto 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 covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

11. 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.