

RESTRICTIVE COVENANTS WHICH MEET THE OBJECTIVES
AS SET FORTH ON PAGE 8 OF CIRCULAR #5, "SUBDIVISION
STANDARDS, " REVISED JUNE 1, 1937.

Special problems in connection with some subdivisions may require slight variations or additions to the following. The complete set of Restrictive Covenants as finally agreed upon should be recorded as a blanket encumbrance against all of the lots in the Subdivision. ←

- ✓ (a) All lots in the tract shall be known and described as residential lots, except those lots which are specifically excepted in Paragraph "b" below, and no structure shall be erected on any residential building plot other than one detached single-family dwelling not to exceed two stories in height and a one or two car garage.
- (b) Lots , , and are restricted to commercial use for retail merchandising, and no business shall be conducted thereon until it has been approved in writing by the committee referred to in paragraph (i) hereof. However, if such committee is not in existence or fails to approve or disapprove the proposed type of business within days, then such approval will not be required, provided the business is not of an illegal nature nor in violation of paragraph (e) hereof.
- ✓ (c) No building shall be erected on any residential building plot nearer than feet to nor farther than feet from the front lot line, nor nearer than feet to any side lot line. This side line restriction shall not apply to a garage located on the rear one-quarter of a lot, except that on corner lots no structure shall be permitted nearer than feet to the side street line.
- (d) No residential lot shall be resubdivided into building plots having less than 5000 square feet of area or a width of less than 50 feet each, nor shall any building be erected on any residential building plot having an area of less than 5000 square feet or a frontage of less than 50 feet. *Baldwin Certs.*
- ✓ (e) No noxious or offensive trade 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 race or nationality other than those for whom the premises are intended, shall use or occupy any building on any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by an owner or tenant. (The wording of this restriction should not be used in actual restrictions which are to be recorded, but a racial restriction should be properly drawn so that the objectives as above set forth will be accomplished.)

- (g) No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.
- (h) No structure shall be moved onto any lot unless it meets with the approval of the committee hereinafter referred to, or if there is no committee, it shall conform to and be in harmony with existing structures in the tract.
- (i) No building shall be erected on any lot until the design and location thereof have been approved in writing by a committee appointed by the subdivider or elected by a majority of the owners of lots in said subdivision. However, in the event that such committee is not in existence or fails to approve or disapprove such design or location within 15 days, then such approval will not be required provided the design and location on the lot conform to and are in harmony with existing structures in the tract. In any case either with or without the approval of the committee, no dwelling costing less than \$ 4500. shall be permitted on any lot in the tract, and the ground floor square foot area thereof shall not be less than 1200 square feet in the case of a one-story structure nor less than square feet in the case of a one-and-one-half or two-story structure.
- (j) A perpetual easement is reserved over the rear five feet of each lot for utility installation and maintenance.
- (k) These covenants and restrictions are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1965, at which time said covenants and restrictions shall terminate. (However, the covenants and restrictions herein contained, or any portion thereof, may be extended for additional periods of time by making appropriate provisions therefor.)
- (l) If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 1965, it shall be lawful for any other person or persons owning any other lots 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 or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation.
2. (m) 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.

Competent legal counsel should be employed to draft a set of restrictive covenants which meet the above objectives and which are adapted to the specific subdivision.