

carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(8) If not of masonry construction, all structures shall, before being occupied, be painted on the exterior with at least two coats of paint and no dwelling shall be covered with tin or roll roofing.

Covenants and restrictions Nos. 3 and 4 shall not apply to the dwelling now located on lot No. 47, but these restrictions and covenants shall be applicable to said lot in the event that the dwelling now located thereon is removed or destroyed.

The foregoing covenants and restrictions shall be of force and binding on the undersigned and all those to whom any lot or lots shall hereafter be conveyed, and their heirs and assigns, until January 1, 1985, at which time they shall expire.

The covenants and restrictions hereinabove set forth shall inure to the benefit of all owners of lots in said subdivision. If any person or persons, which shall be construed as including corporations, shall violate or attempt to violate any of said covenants or restrictions, it shall be lawful for any lot owner to institute an action at law or in equity to enforce said covenants and to restrain or prevent any such person or persons from violating or attempting to violate any of the terms or conditions set forth in said covenants and restrictions, and in such proceeding to assert a claim for any damages sustained by reason of such violation.

In the event that any one of the restrictions and covenants hereinabove set forth, or any part thereof, shall be invalidated by the judgment or order of any court, such invalidation shall in no wise affect any of the other provisions or restrictions,

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