

violate any of the covenants herein it shall be lawful for any other person or persons owning any real estate situated in the said 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 prevent him or them from so doing or to recover damages or other dues for such violations.

4. SERVERABILITY: 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.

5. RESIDENTIAL AREA: Lots No. 1 through 14 of said subdivision covered by these restrictions shall be known and designated as residential lots. No structure shall be erected, altered, placed or permitted to remain (with the exception of the building presently situated on Lot No. 2) on any residential building plot other than one detached single-family or two-family dwelling not to exceed one and one-half stories in height and a private garage.

6. COSTS, SIZE: No building shall be permitted to be erected or placed on any residential lot costing less than Four Thousand, Five Hundred and no/100 (\$4,500.00) Dollars based upon costs and levels prevailing on the date of this instrument, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced as of the date of this instrument, for the minimum cost herein stated for the minimum size of dwelling permitted. No building shall be constructed, altered or maintained