

character be used as a residence.

(8) 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.

Lots 22 and 23 have been excluded from the foregoing restrictions because these lots are no longer owned by the Caine Realty & Mortgage Company. They were heretofore conveyed and in said conveyance, restrictions of similar import were imposed.

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 for a period of twenty-five years from the date these covenants are recorded, at which time said covenants shall automatically terminate unless a majority of the then owners of the lots shall agree in writing to extend said covenants for such period of time as they deem advisable.

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 in-