

assigns forever.

SUBJECT to the following restrictive covenants which are to affect the above described property and the subdivision of "New Hampshire Avenue Highlands" which is to be developed out of said property.

a. All lots in the tract shall be known and described as residential lots 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. No building shall be erected on any residential building plat nearer than 25 feet to nor farther than 40 feet from the front lot line, nor nearer than $7\frac{1}{2}$ feet to any side lot line. The side lot line shall not apply to a detached garage or other out-building located 75 feet or more from the front lot line. Except that the lots fronting on New Hampshire Avenue shall have a building set-back line of 45 feet, unless otherwise designated by the neighborhood committee hereinafter referred to.

c. 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;

d. 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.

e. No lot shall be leased, transferred, sold, occupied or conveyed to or for the use of any person or persons not wholly of Caucasian Race or blood, excluding Semites; but this covenant shall not prevent casual occupancy by domestic servants of a different race, employed by an owner or tenant.

f. 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.

g. No structure shall be moved onto or erected upon 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.

h. No one-story structures shall be permitted in this subdivision and no one and one-half story structures shall be permitted unless the second floor is completely finished. No dwelling shall be erected on any lot in the subdivision at a cost of less than \$4000.00 and the ground floor square foot area on each dwelling shall not be less than 475 square feet.

i. A perpetual easement is reserved over the rear five feet of each lot for utility installation and maintenance.

j. 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 be automatically extended for successive periods of ten years unless by a vote of owners of a majority of the lots it is agreed to change the said restrictions in whole or in part.

k. The neighborhood committee, namely, Ben Dyer, Charles M. Plunkert and John M. Conroy their heirs, successors and assigns, all of whom have been duly appointed by the owner of the property, shall have the authority, power and jurisdiction;

(1) To approve in writing the external design and the location thereof of any building to be erected on any building plot in this subdivision;

(2) To enforce all restrictions in said subdivision:

(3) To make any amendment necessary with regard to the set back line of the lots fronting on New Hampshire Avenue;

(4) And to otherwise preserve the natural beauty of the subdivision.

