

70  
401-N  
etc

PROTECTIVE COVENANTS FOR GREENBRIER

Lots 93 thru 96  
Lots 102 thru 106

BOOK 517 PAGE 735

These Covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate until December 31, 1999.

If the present or future owners of any of said lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. The undersigned reserves the exclusive right to modify or waive these covenants as to any lot or lots in cases where the undersigned deems it necessary or advisable in unusual circumstances or to prevent hardship.

1. Said lots shall be used only for single-family residential purposes except such lots or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational or charitable uses.

2. No structures shall be erected, altered, placed or permitted to remain on any "residential building plot", as hereinafter defined, other than one detached single-family dwelling not to exceed one and one-half stories in height, a private garage, attached breezeways, stable, and other out-buildings incidental to residential uses.

3. No structures shall be erected, or placed on any building plot which has an area of less than thirteen thousand (13,000) square feet, and such a plot of said minimum dimensions when used for residential purposes is herein defined as a "residential building plot". Because of the unusual nature of these lots, a plot-plan of the proposed location of the house and any other structures to be built shall be submitted to the undersigned for his approval preliminary to the commencement of construction. This plan shall show side yards, setbacks, original grades, final grades, sidewalks and driveways.

4. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No posters or advertising signs of any kind except residential "For Sale" signs shall be erected on any building plot. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any building plot. All fuel tanks must be buried beneath ground level. No fences shall be erected in front of the main residential structure.

5. No trailer, basement, tent, shack, garage, barn or other out-building erected on said real estate shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

6. Prior to commencement of construction of any structures, the plans and specifications therefor must be submitted to and approved in writing by the undersigned. The exposed foundation walls of all main residential structures must be constructed of or faced with brick or stone or wood. All driveways must be constructed of concrete, brick, asphalt, or laid stone.

7. The ground floor enclosed living area of main residential structures, exclusive of open porches, open breezeways, basements, and garages, shall be not less than the following minimum sizes:

1400 square feet for one-story or split level dwellings,

1300 square feet for one and one-half level dwellings.

For each single-family dwelling there must also be erected a private

