

The following Protective Covenants are suggestions that meet the objectives of the FEDERAL HOUSING ADMINISTRATION. Special problems in connection with this sub-division are hereby enumerated:

PART A. PREAMBLE

April 28, 1959, Louis Kavan and Edna L. Kavan, husband and wife, joint owners of Lots 3 through 10, Saxton Addition, ~~Lot No. Ten (10) is zoned Second (2nd)~~ Residential and Lots No. ~~Three (3)~~ through No. Nine (9) are zoned Third (3rd) Residential.

PART B. RESIDENTIAL AREA COVENANTS

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one-story in height and a private garage for two cars and not less than 65 feet in width including garages.
2. In any case, no dwelling shall be permitted on any lot described herein, having a ground floor square foot area of less than 1,100 square feet of living space excluding garages and porches.
3. In any event, no building shall be located on any lot nearer than forty (40) feet to front lot line, or nearer than forty (40) feet to any side street line. No building shall be located nearer than fifteen (15) feet to an interior lot line, except that a three-foot side yard shall be permitted for a garage or other accessory building located fifteen (15) feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than thirty-five (35) feet to rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
4. No dwelling shall be erected or placed on any lot having a width of less than eighty-five (85) feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than ten thousand (10,000) square feet.
5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet of each lot.
6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood.
7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected upon, or used on any lot at any time as a residence, either temporarily or permanently.
8. Dwellings constructed in another addition or location shall not be moved to any lot within this addition.
9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept.

PART C. GENERAL PROVISIONS

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
2. Enforcement shall be by proceedings at law, or in equity against any person, or persons, violating or attempting to violate any covenant, either to restrain violation or to recover damages.
3. Invalidity 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.
4. 94th Street will continue on North as land is developed adjacent thereto.

Louis Kavan
Louis Kavan

Edna L. Kavan
Edna L. Kavan