

Porches, garages and breezeways shall be excluded from this calculation. No residence constructed on any such lot, excluding the cost of land, detached structures and improvements, shall be constructed at a cost to the owner of less than \$50,000.00. "Cost" is hereby defined to mean the bona fide actual cash outlay to third parties incurred by owner in the construction of such residence.

5. No lot shall be resubdivided so as to create an additional building lot or lots. Nothing contained herein shall prevent the cutting off of a small portion of any lot for the purposes of conveying the same to an adjoining lot owner.

6. If Springfield, its successors and assigns, or any person owning any portion of the Real Property the subject of the within covenants shall violate or attempt to violate any of the same, it shall be lawful for any person owning any Real Property or for Willard E. Darby, Robert E. Searle or Barbara P. Searle to prosecute any proceedings at law or in equity against the person violating or attempting to violate any of such covenants and either to prevent him or them from doing so or to recover damages or other dues for such violations. Invalidation of any one or more of these covenants by a court order shall in nowise affect any of the other provisions, which shall remain in full force and effect. These covenants and restrictions shall be deemed covenants running with the land and shall remain in full force and effect until January 1st, 2010, and thereafter these covenants shall be automatically extended for successive periods of 25 years each, unless within six (6) months before January 1st, 2010 or within six (6) months preceding the end of any successive 25-year period, as the case may be, a written agreement executed by a majority of the then owners of the Real Property shall change, modify, waive or extinguish and hold apart any part of the Real Property then subject thereto.