

such design or location within thirty days after such plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant shall be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and its designated representative shall cease on and after January 1, 1987. Thereafter, the approval required in this covenant shall not be required unless prior to said date and effective thereon a written instrument shall be executed by the then owners of a majority of the lots in this subdivision and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by such committee.

3. No noxious or offensive trade or activity shall be carried on upon any of the property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No business, trade or commercial activity of any kind shall be conducted in any building or on any portion of any of the property.

4. 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 structure of a temporary character be used as a residence.

5. No dwelling shall be erected with the ground floor area of the main structure, exclusive of one-story open porches, breezeways, garages, or car ports, less than 2,000 square feet for an one-story dwelling, nor less than 1,500 square feet for a dwelling of one and one-half, two, or two and one-half stories.

6. No building plot shall be recut or resubdivided so as to reduce its street frontage less than 150 feet or its total area to less than 25,000 square feet, nor shall any such plot be recut or resubdivided so as to create an additional building plot; but nothing herein shall be construed to prohibit recutting for the purpose of enlarging the size of an adjacent plot, provided the aforesaid minimum frontage and area are maintained. Except for the undersigned or either of them, no plot owner shall sell or lease any portion of his property as a way or entrance to any other property, or permit any portion of his property to be used for such purpose.

7. No building shall be located nearer than sixty (60) feet to any front lot line, or nearer than fifty (50) feet to any side street line. No building shall be located nearer to any rear lot line than twenty-five (25) feet, or nearer to any side lot line than a distance which equals ten per centum (10%) of the width of the lot at the front building set-back line; provided, that a detached garage or other accessory building which is located on the rear one-fourth of the lot may be erected five (5) feet from a side or rear lot line.

8. A five foot easement is reserved along all lot lines for drainage and utility installation and maintenance; provided, however, that when more than one lot shall be used as a site for one residence, the aforesaid five foot easement shall apply only with respect to the exterior side and rear lines of such consolidated lot.

9. Until such time as public sewerage disposal facilities shall be available, all sewerage disposal shall be by septic tanks or other underground disposal facilities approved by the appropriate public health authorities.

10. No fence, wall or hedge shall be erected across the front of any lot or along any side lot line between the building set-back line and the street unless the approval of the Committee created by paragraph 2 hereof shall first have been obtained; and in no event shall any fuel storage tank be located above ground.

(Continued on next page)