

- 2 -

3. No trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding placed or erected on the tract shall be at any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

4. No building shall be erected, placed or altered on any lot until the building plans, specifications and plot plan showing the located of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation by a committee composed of Donald E. Baltz, or by a representative designated by the said Donald E. Baltz. In the event of the death or resignation of said Donald E. Baltz, his wife, Ethel Chloe Baltz shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee, or its designated representative fails to approve or disapprove in writing such design and location within 30 days after said plans and specifications have been submitted to it, or in the event, if no suit to enjoin the erection of such building, or the making of such alterations have been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the committee nor a designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and of their designated representatives shall cease on or after January 1, 1983. Thereafter, the approval described in these covenants shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the said numbered lots, and duly recorded appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said committee.

5. No noxious or offensive trade or activity shall be carried on upon any of the property affected by these covenants, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6. No livestock, cattle, swine, sheep, goats, or other such animals of similar breed shall be permitted to be kept on any residential plot. Likewise, no chickens, ducks, geese, or other such fowls shall be permitted or kept on any residential plot.

7. This property shall be used for single family residences only, provided

(Continued on next page)