

fails to approve or disapprove of such design and location within thirty days after such plans and specifications have been submitted to it, or, in any event, of no suit to enjoin the erection of such buildings or the making of such alterations has 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 members of such committee nor their designated representative will be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative shall cease on and after January 1, 1996. 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 lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

3. No building shall be located nearer to the front lot line nor nearer to the side street line than the building setback line shown on the recorded plat. In any event no building shall be located on any residential plot nearer than 20 feet to any side street line. All residences shall face toward the front of the lot. No building shall be located nearer than 10 feet nor nearer than 10 per cent of the average width of the lot, whichever is greater, to any inside lot line, except detached garages and other out-buildings which shall not be located nearer than 75 feet to the front lot line nor nearer than five feet to any side or rear lot line. The building committee designated in Paragraph 2 shall have authority to waive the requirements of this paragraph and of the recorded plat as to the facing of these building and as to the side line and setback line requirements.

4. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. No trailer, basement, tent, shack, garage, barn or other out-building erected on 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. No fence over three feet in height shall be placed nearer the street than the building setback line as shown on the plat.

6. The floor area of the structure of any one story, split level, or two story detached single-family residence shall be not less than 1500 square feet for lots 1 through 14, and not less than 1000 square feet for Lots 15, 16 and 17. In computing the area under this paragraph, all basements, porches, carports, garages and breezeways shall be excluded.

7. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet and side five feet of each lot.

8. These lots shall not be recut so as to face in any direction other than as shown on the recorded plat.

9. All sewage disposal shall be by sewage disposal system approved by the State Board of Health.

10. Any residence constructed upon any lot must be completed on the exterior and the lot landscaped within eight months after the date the footings are poured. A fine of \$100.00 for each month or portion thereof shall be imposed when any house and landscaping remains incomplete after expiration of the eight months and this fine is hereby levied against the said lot, and the said fine shall constitute a lien against this lot; provided, however, that the said lien shall affect or prejudice the rights or liens of other lien creditors. Any fines so collected shall be used by the building committee constituted in Paragraph 2 for the beautification of the subdivision; provided, further, the said committee shall have the rights and authority to waive the said fine at any time either before or after it shall accrue.

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