

nor its designated representative shall be entitled to any compensation for service performed pursuant to this covenant. The powers and duties of such committee shall cease on and after Jan 15 1988. Thereafter, the approval described in this covenant shall not be required, unless prior to the said date and effective thereon, a written instrument shall be executed by the then owners of record, of a majority of the lots in this subdivision, duly recorded, shall appoint a representative or representatives, who shall thereafter exercise the same powers and duties previously exercised by the said committee. In the event of the death, or resignation of any member of the said committee the remaining members shall select a successor member at any time up until Jan 15 1988. No member of this committee, or his or her successors shall be responsible or liable personally in any manner whatsoever to any person, firm or corporation for any action taken or omitted while serving as a member of said committee.

(3) No lot shall be re-cut so as to face in any direction other than as shown on the recorded plat of this subdivision.

(4) No building shall be located nearer to the front lot lines than as shown on the building set back line on the recorded plat. No building, exclusive of open porches or breezeways shall be located nearer to the side street or side lot line than ten (10%) per cent of the width of the lot on the building line. No building shall be located nearer than ten (10) feet to the rear lot line.

(5) No single floor residential structure shall be erected or placed on any building plot which structure shall have a ground floor area of less than Nine Hundred (900) square feet. No residential structure having more than one (1) story shall have a ground floor area of less than (700) square feet. The minimum ground floor areas set out shall be exclusive of porches, breezeways and garages.

(6) An easement five (5) feet in width is reserved along each side and rear lot line for drainage and utilities.

(7) 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.

(8) No trailer, basement, tent, garage, barn or other outbuilding shall be erected on this tract, which at any time may be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(9) Any and all sewage disposal systems shall have the approval of the State Board of Health, until and unless municipal sewage disposal is made available.

(10) 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 except that fowls may be maintained in a limited number not in excess of ten, for the purpose of being consumed by the family residing on such residential plot.

(11) This property shall be used only for single family residences, provided, however, any lots may be used for the construction of a building for educational or religious purposes when authorized by the committee hereinabove referred to.

IN WITNESS WHEREOF, I, the undersigned have hereunto set my hand and seal this 9th day of Feb, 1963.

In the Presence of:

Walter A. Stevens
L. P. Berni

Marie Dreher
Marie Dreher, Individually, and as
Trustee for Leonard Dreher, et als.

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