

the death or resignation of any member of said committee, the remaining member or members 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 such design (in location) within 30 days after said plans and specification 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 have been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been complied with fully. Neither the members of such committee nor its designated representatives 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 1st, 1996. Thereafter, the approval described in this covenant shall not be required unless prior to said date, and effective thereon a written instrument shall be executed by the owners of record the majority of the lots in this sub-division and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said committee.

(7) The ground floor of the main residential structure exclusive of one story open porches, detached garages or detached carports shall contain not less than 1000 feet for a one story dwelling nor less than 900 feet for a dwelling of more than one story.

(8) No lot shall be subdivided or recut so as to face in any direction other than as shown on the plat above referred to.

(9) 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. No vehicle of any type shall be parked on any lot for the purpose of making repairs nor stored thereon, other than for emergency repairs by the owner of said lot, but no commercial repairs of any vehicle shall be allowed on said lots.

(10) No trailer, house trailer, basement, tent, shack, garage, barn or other out-building erected on the lot 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.

(11) The right is reserved to lay and place or authorize the laying and placing of sewer, gas and water pipes, telegraph, telephone and electrical light poles over the rear five feet of each lot or in any of the streets shown on the recorded plat without compensation or consent of any owner; provided that where required, all electrical, telephone or other utilities or service wires shall be underground; provided, further, an easement for purposes of drainage is reserved over the rear five feet of each lot.

(12) All sewerage disposal shall be by municipal sewerage system where available; otherwise it shall be by septic tank which shall comply with the minimum F. H. A. and G. I. requirements, and shall meet with the approval of the State Board of Health.

(13) No cattle, hogs, goats, chickens or ducks shall be kept or raised on any lot in said subdivision, either temporarily or permanently.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed and sealed this 1st day of July, 1971.

WITNESSES:

C. W. [Signature]
Shirley B. [Signature]

WM. GOLDSMITH COMPANY, INC.

By: Paul S. Goldsmith, Pres

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