

and this covenant will be deemed to have been fully complied with. Neither the members of such committee or their designated representative will 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 or after February 21, 1994. 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. The building committee as designated herein shall have authority by unanimous vote amongst the committee to vary any of the restrictive covenants contained herein.

3. No building shall be located nearer to the front lot line or 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 15 feet to any side street line. No building shall be located nearer than ten (10) feet, nor nearer than ten (10%) percent than the average width of the lot, whichever is greater, to any inside lot line, except detached garages and other outbuildings which shall not be located nearer than seventy-five (75) feet to the front lot line nor nearer than five (5) 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 buildings and as to the side line and setback line requirements.

4. No carport that is entered from the front of the dwelling or side of the dwelling shall be allowed and only those carports with openings for entrance at the rear of the house shall be allowed in said subdivision. Any other structure designed to garage a vehicle shall have garage doors affixed thereto.

5. 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.

6. No trailer, basement, tent, shack, garage, barn or other outbuilding 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. No fence shall be placed nearer the street than the building line as shown on the plat.

7. The ground floor area of the main structure of any residence, exclusive of one-story open porches, storage areas and garages, shall be not less than 2,000 square feet. In computing the area of split-level houses, the total number of square feet shall not be less than 2,500 square feet. In houses having two stories, 2,500 square feet shall be the requirement. In computing the area under this paragraph, all basements, porches, storage areas, carports, garages and breezeways shall be excluded.

8. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five (5) feet of each lot.

9. All numbered lots shown on said plat referenced hereinabove shall not be recut so as to face in any other direction than as shown on the recorded plat.

10. Any residence constructed upon any lot must be completed on the exterior and the lot landscaped within eight (8) months after the date the footings are poured. A fine of \$100.00 for each month or portion thereof shall be imposed on any house and landscaping when the work remains incomplete after expiration of the said eight (8) 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 not affect or prejudice the rights or liens of other lien creditors. Any fine so collected shall be used by the building committee constituted in Paragraph 2 for the beautification of the subdivision; provided, further, that the said committee shall have the right and authority to waive the said fine at any time either before or after it shall accrue.

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