

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, 1990. 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 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 twenty (20) feet to any side street line. All residences shall face toward the front of the lot with the exception of the corner lots on which the facing of the residence is indicated by an arrow, as shown on the recorded plat. No building shall be located nearer than ten (10) feet, nor nearer than 10% of 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 the 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 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 outbuilding 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 shall be placed nearer the street than the building line as shown on the plat.

6. The ground floor area of the main structure of any residence, exclusive of one-story open porches and garages, shall be not less than 1300 square feet, but if the house has a finished basement the minimum area may be 1200 square feet. In computing the area of split level houses, the total number of square feet contained in the lower level shall be computed at one-half and when so computed, the minimum area of the entire split-level house shall be not less than 1300 square feet. In houses having two stories, the ground floor area shall be not less than 800 square feet and the total finished area shall be not less than 1300 square feet. In computing the area under this paragraph, all basements, porches, carports, garages and breezeways shall be excluded.

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