

this covenant 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.

(8) No dwelling shall be constructed or permitted on any lot at a cost of less than \$12,500.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded. The minimum permitted dwelling shall be the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1400 square feet for a one-story dwelling, nor less than 1200 square feet for a dwelling of more than one story.

(9) No building shall be located on any lot nearer than 45 feet to the front lot line or nearer than 35 feet to any side street line or nearer than 45 feet to the rear lot line or nearer than 10 feet to any interior lot line, except that 3 feet side yard shall be required for any garage or other permitted accessory building located on the rear one-fourth of the lot.

A right-of-way and easement for the installation, operation and maintenance of utilities and for drainage purposes is reserved over each lot, said right-of-way and easement to extend for a distance of five feet from each side and rear lot lines.

(10) No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building set-back line, nor shall any dwelling be erected or placed on any lot having an area of less than 13,125 square feet.

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

(12) No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence, either temporarily or permanently.

(13) No fences of any type or wall shall be erected or placed or altered on any lot nearer to any street than the minimum building set back line unless approved by the architectural control committee heretofore set forth in Paragraph (7) of these covenants.

(14) No livestock, cattle, swine, sheep, goats, horses or other such animals of similar breed shall be permitted to be kept on any lots. Likewise, no chickens, ducks, geese or other such fowl shall be kept on any residential lots except that fowls may be maintained in a limited number not in excess of 10 for the purpose of being consumed by the family residing on such residential lot. The provisions of this covenant shall not be construed to prevent the occupants of any single family dwelling from keeping not more than two dogs and 2 cats or other household pets, provided they are not kept, bred or maintained for commercial purposes.

(15) All sewerage shall be by septic tank meeting the approval of the State Board of Health until such time as municipal sewage system is made available. As and when such municipal sewage system is made available to any lot in said subdivision, any dwelling thereafter erected on said lot shall use said municipal system for sewerage disposal and shall not be permitted to use a septic tank for said sewerage disposal.

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