

3. Building setback line. No building shall be located nearer to the front line or nearer to the side street line than the building setback line shown on the recorded plat. No building shall be located nearer to any interior side lot line than the distance represented by ten per cent of the width of the lot (at the building setback line) on which said building is to be located. The main structure erected on any lot shall face the street on which such lot faces.

4. Lot alteration. No numbered lots in this subdivision shall be recut so as to face any direction other than as shown on the recorded plat hereinafter referred to, nor shall any of said lots be resubdivided so as to recreate an additional building lot. This provision is not intended to prevent cutting off a small portion or portions of any lot for the purpose of conveying same to an adjoining lot owner. Where a residence has been erected on a tract consisting of two or more lots, none of said lots shall be thereafter sold separately if such sale would result in a violation of the provisions of covenant No. 3 hereof.

5. Architectural Committee. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specification and plot plan showing the location of such building have been approved in writing as to conformity and harmony or external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by an architectural committee composed of R. C. Ayers and Mable Ayers or by a representative designated by said committee.

In the event said committee, or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications 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 fully complied with. In the event of death or resignation of any member of said committee, the remaining members shall have full authority to approve or disapprove such design, and location, or to designate a representative who will have like authority, to the dead or resigned member of said committee.

No member of this architectural committee shall be liable for any act or omission except wilful misconduct or gross and inexcusable neglect. Anything to the contrary notwithstanding, the architectural committee shall have sole discretion to waive any of these restrictions, or modify same, in the event that any of said restrictions would create an undue hardship and not substantially conflict with the intent of these restrictions.

6. Utility service easement and drainage easements. In addition to any drainage easements shown on the recorded plat, a five-foot easement is reserved along all rear and side lot lines for drainage and utility installation and maintenance; provided that when more than one lot shall be used as a site for only one residence, the aforesaid five-foot easement shall apply only with respect to the exterior lines of such consolidated lot.

7. Prohibited Structures, appendages, and lot uses. No trailer, camper, basement, tent, shack, garage, barn or other out-building 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 house trailer shall be placed on any lot either temporarily or permanently. Any camping trailer, utility trailer, boat, and/or similar equipment used for the personal enjoyment of a resident of a lot shall at all times be parked or placed to the rear of the dwelling and shall not be parked in the front or side thereof. Such equipment shall at all times be neatly stored and positioned to be inconspicuous.