

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 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, 2000. 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.

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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. All residences shall face toward the front of the lot with the exception of the corner lots on which this requirement may be waived by the committee described in Paragraph 2 herein. No building shall be located nearer than nine (9) feet, nor nearer than ten (10%) percent 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 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 heated and finished area of the main structure of any residence, exclusive of one-story open porches and garages, shall be not less than 1,500 square feet. In computing the area of split level homes, the total number of heated and finished area square feet contained in the lower level shall be computed and the minimum finished and heated area of the entire split-level house shall not be less than 1,500 square feet. In houses having two stories, the ground floor heated and finished area shall not be less than 1,200 square feet and the total finished and heated area shall be not less than 1,700 square feet. In computing the area under this paragraph, all basements, porches, carports, garages and breezeways shall be excluded. The committee designated in paragraph 2 shall have authority to waive the requirements of this paragraph.

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

8. These lots shall not be re-cut without the written consent of the committee described in paragraph 2 herein. No detached building or outbuilding shall be erected on any lot without the written consent of the committee described in Paragraph 2 herein.

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