

III

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.

IV

No trailer, basement, tent, shack, garage, barn or other out-building erected on any lot shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence; and no livestock, cattle, swine, sheep goats or other such animals of similar breed shall be permitted to be kept on any of said lots, except as many as two such pets as cats and dogs may be kept.

V

No dwelling shall be permitted on any lot having a ground floor area of the main structure, exclusive of open porches and garages, of less than 1,250 square feet of living area in the case of one story structures, except on lot number 6 the said square footage shall not be less than 1,400 square feet, and in the case of a one and one-half or two story structure, not less than 1,100 square feet of ground floor living area.

VI

An easement is reserved over the sides and rear five (5') feet of each lot for utility installation and maintenance, in addition to easements along streams, if any, shown on the said recorded plat, for drainage purposes.

VII

No building shall be erected, placed, or altered on any lot until the building plans, specifications and plot plan, showing the location of the building, have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision and as to location of buildings with respect to topography and finished ground elevation, by a committee composed of Clyde A. Robertson and Margaret Z. Robertson.

In the event of the death or resignation of any member of said committee, the remaining member shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority, and may name any other person to membership on said committee. In event that said committee, or its designated representative fails to approve or to 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 alteration, or action for damages, has been commenced prior to the completion thereof, such approval shall not be required and this covenant and restriction will be deemed to have been fully complied with.

Neither the members of said committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant and restriction.

The powers and duties of said committee, and of its designated representative, shall cease on and after July 1, 1984, and thereafter the approval described in this covenant shall not be required unless prior to that date, and effective thereon, a written instrument shall have been executed and recorded by the then record owners of a majority of the lots in said subdivision, appointing a committee of two members, who shall have the same powers as this committee, and shall continue for a period of ten years after said date.

(Continued on next page)

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C.A.R.  
M.Z.R.