

disapprove such design and location within 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 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 its designated representative shall 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 1978. Thereafter the approval described in 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, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

C. No building shall be located nearer to the frontlot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no buildings shall be located on any residential building plot nearer to the front line than building setback line shown on the recorded Plat, and no building shall be erected nearer side lot line than five feet.

D. No lot shall contain more than one residential structure, but this restriction shall not prevent a purchaser from using two or more lots for one residence. It is the intention by this restriction to prevent the building of more than one residence on any one lot of this subdivision.

E. 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.

F. No trailer, basement, tent, shack, garage, or other out-buildings erected in 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.

G. No dwelling having less than 1500 square feet of first floor area exclusive of porches, or boiler room shall be constructed on lots ten (10) to nineteen (19) inclusive of this subdivision and no dwelling having less than 1200 square feet of first floor area exclusive of porches, or boiler room shall be constructed on lots five (5), six (6) and (7) of this subdivision.

H. An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

I. No fences which exceed three feet in height shall be built, erected, or moved upon the premises nearer than 35 feet of the front part of the line.

J. No building shall be erected on any lot in this subdivision which shall be used for the sale, storage, or advertisement of Alcoholic Beverages.

K. The above restrictions shall not apply as against Bona Fide Lien Creditors.

WITNESS our hands and seals this 28 day of April, 1951.

WITNESSES:

Patry Lomisick
Ja Henry

Hazel Lee Jenkins
Annie C. Jenkinson
Individually and as Trustees