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performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after July 1, 1935. 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 and duly recorded, appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

(c) No building shall be located on any of said lots nearer than 25 feet to the front line, or nearer than 10 feet to any side street line. No building except a detached garage or other outbuilding located 75 feet or more from the front lot line shall be located nearer than 3 feet to any side lot line.

(d) No residential structure shall be erected or placed on any building plot which plot has an area of less than 4,000 square feet or a width of less than 40 feet at the front building setback line.

(e) No store, shop, repair shop, business or repair garage, restaurant, dance hall or other public place of amusement, or any similar business or commercial enterprise shall be carried on or conducted upon any lots in said addition, nor shall anything be done on any of said lots which may be an annoyance or nuisance to the neighborhood.

(f) No trailer, basement, tent, shack, garage, barn or other outbuildings 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 costing less than $6,500.00 as of January 1, 1948, shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 500 square feet in the case of a one-story structure nor less than 700 square feet in the case of a one and one-half story structure.

(h) Basements are reserved, as shown on the recorded plat, for utility installations and maintenance.

(i) Yard fences may extend only from the rear of any lot to the rear of the house therein, and there shall be no front yard fences.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1975, at which time said covenants shall be automatically extended for successive periods of 10 years.
unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons having any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Executed this 23rd day of December, 1948.

Housing Inc., A Corporation

By: M. N. Wheeler, President

On this 23rd day of December, 1948, before me appeared M. N. Wheeler, to me personally known, who, being by me duly sworn, did say that he is the President of Housing Inc., a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said M. N. Wheeler acknowledged said instrument to be the true record and deed of said corporation.

Given under my hand and notarial seal the day and year in this instrument set forth above written.

My commission Expires November 26, 1951.