

said committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee or its designated representative fails to approve or disapprove such design and location within thirty (30) days after such 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 or after January 1, 1965. Thereafter the approval described in the 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 executed by said committee.

- (3) No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. In any event no building shall be located on any lot nearer than twenty-five feet to the front line or nearer than ten feet to any side street line. No building shall be located nearer than five feet to an interior lot line except that a detached garage or other detached out-building shall be located 65 feet or more from the front lot line and shall not be located nearer than three feet to an interior lot line. For the purpose of this covenant, eaves, steps or open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
- (4) No lot shall be re-subdivided into nor shall any dwelling be erected or placed on any lot having a width of less than fifty-eight feet at the minimum building set-back line and an area of less than 6600 square feet, except that dwellings may be erected or placed on lots numbered 462, 466, 469 and 473 in Block 27, as shown on the recorded plat.
- (5) No noxious or offensive activities shall be carried on upon any lot or street nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, nor shall anyone owning property in this addition keep any livestock or fowl of any kind thereon.
- (6) No trailer, basement, tent, shack, garage, barn or out-building in this tract shall be at any time used as a residence temporarily or permanently, nor shall any

- structures of a temporary character be used as a residence, nor shall any residence be moved onto a building plot in the addition without the written consent of a planning committee hereinabove referred to.
- (7) The ground floor area of the main structure of any residential building shall be not less than 850 square feet, exclusive of open porches and garages.
 - (8) Easements affecting all lots in this tract are reserved as shown on the recorded plan for utility installation and maintenance and in addition to the easements designated as said plat there is hereby designated and dedicated for the use of all public utilities companies an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward located adjacent to said easements as dedicated on said plat.
 - (9) No fence, wall, hedge nor any pergola or any other detached structure for ornamental purposes shall be erected, grown or maintained on any part of any lot, forwards of the front building line of said lot, without the written consent of the architectural committee.
 - (10) No sign of any kind shall be displayed to the public view on any residential lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a building to advertise the property during the construction and sales period.
 - (11) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
 - (12) No oil, drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
 - (13) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lots except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
 - (14) No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line or any part or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.
 - (15) Lots designated "Reserved for Commercial Use" on the recorded plat are reserved for retail business, professional offices and service use only, and any structures on these lots, or any use of these lots shall

comply with Covenant Nos. Two (2) and Five (5) hereinabove.

- (16) Protective screening areas are established on a five (5) feet strip along the West property lines of Lot No. 293, Block 16, Lots 319 and 327, Block 20, Lots 337 and 349, Block 19, and Lot 363, Block 18; and as a five (5) feet strip of land along the east property lines of Lot 364, Block 21, Lots 375 and 386, Block 22, Lots 397 and 400, Block 23 and Lot 419, Block 24. Planting, fence or walls shall be maintained throughout the entire length of such areas by the owner or owners of the lots at their own expense to form an effective screen for the protection of the residential area. No building or structure except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the areas shall be permitted except for the installation and maintenance of screening, utilities and drainage facilities.

The above mentioned restrictions, covenants, conditions, and easements shall run with the land and shall be binding on all parties and on all persons claiming by, through, or under Oak Glen Building Company, in said subdivision until January 1, 1986 at which time they shall automatically be extended for successive periods of ten (10) years unless an instrument signed by a majority of the then lot owners has been recorded agreeing to change said restrictions in whole or in part.

If any of the aforesaid restrictions, covenants, conditions, and easements are violated, it shall be lawful for the said Oak Glen Building Company, and its heirs, successors and assigns, or any other person or persons then owning real estate in said subdivision to enforce the performance of said restrictions and to enjoin the violated or attempted violation of the same, or any such party or persons owning equity against any such person or persons as violating or attempting to violate the same, and in addition thereto shall be entitled to injunctive relief, and shall also be entitled to any damages or other dues for violations of these restrictions. Invalidity of any one of the restrictions, covenants, conditions or easements by judgement or court Orders shall in no wise affect any of the other provisions which shall remain in full force and effect.

H. Volmer Niemann and Paul Vollmer join herein for the reasons that they are the owners and holders of certain liens upon and covering said property, and for the purpose of ratifying, confirming and adopting said restrictions.

IN TESTIMONY WHEREOF, the parties hereto have executed and have caused these presents to be executed.

Dated this the 28th day of April A.D. 1954.