

9. No noxious or offensive trade or activity shall be carried on upon any of lots 1 through 31 and 33 through 44, inclusive, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

10. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said lots 1 through 31, and 33 through 44, inclusive, 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.

11. Easements for utility installation and maintenance and drainage are reserved over and across the rear 5 feet of all of said lots; and drainage easements are reserved over and across 2-1/2 feet on each side lot line of all lots, to be used for drainage purposes only; provided, however, should a structure be placed on 2 lots so that said structure is placed on a side lot line then, and in the event, said easement as to said side lot line shall no longer be reserved.

12. Lots 1 through 31 and 33 through 44, inclusive, shall not be recut so as to face in any direction other than shown on said plat or described in the deed of conveyance thereto.

13. No fence of any type, in excess of three feet in height, shall be erected on lots 1 through 31 and 33 through 44, inclusive, in front of the front wall of the dwelling located thereon. If an outside fuel tank is used in connection with a dwelling, it shall be placed under ground, or adjacent to the dwelling with which it is used.

14. The right is reserved to lay or place or authorize the laying and placing of sewer, gas and water pipes, telephone, telegraph and electric light poles on any of the streets and alleys shown on said plat, or thereafter cut, in said subdivision, without compensation, or consent of any lot owner and an easement for the installation and maintenance of utilities and drainage facilities are reserved over said streets and alleys.

15. Until municipal sewerage disposal is available, all sewerage disposal shall be by septic tank meeting the approval of the Local and State Board of Health.

16. No building shall be erected, placed or altered on lots 1 through 31 and 33 through 44, inclusive, until, in the discretion and option of the building committee hereinafter named, the building plans, specifications and plot plans showing the location of such 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 the building with respect to topography and finished ground elevation by a committee composed of Mack A. Ashmore, Frank E. Collins and Daniel L. Cunningham, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of 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 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, or 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 representatives shall cease on and after January 1, 1985. Thereafter the approval described in this covenant shall not be required unless, prior