

of the State Board of Health.

9. No dwelling shall be erected or placed on any lot which has been reduced in size greater than twenty (20%) from that which is now shown on the aforementioned plat. No detached garage or outbuilding not connected with the main residence shall be erected nearer than seventy (70) feet from the front lot line, nor nearer than five (5) feet to any side or rear lot line.

10. An easement is hereby reserved over the rear five (5) feet of each lot for the installation, operation and maintenance of utilities.

11. All fuel oil tanks or containers shall be covered or buried underground consistent with normal safety precautions. No animals or fowls shall be kept, maintained or quartered on any lot except that cats, dogs and caged birds may be kept in reasonable numbers as pets for the pleasure of the residents.

12. No wall, fence or hedge shall be erected across or along the front of any lot and nearer to the front lot line, than the thirty-five (35) foot building setback line having a height of more than four (4) feet.

13. The property owner, Elbise M. Bailey, hereby reserves the right, and is hereby authorized, to waive and release to any mortgagee any covenant herein imposed as to the use of any such lot if the same shall be necessary for a loan to be made with such lot as security

The covenants and restrictions hereinabove set forth are to run with the land and shall be binding upon all parties and persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, at which time these covenants and restrictions shall automatically cease and terminate unless a majority of the then owners of the lots shall agree in writing to extend said covenants for such reasonable period of time as they may see fit.

If the undersigned, or her successors, heirs or assigns, shall violate any of the covenants and restrictions herein contained, it shall be lawful for any other person or persons owning any real property situated

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