

4. No trade or business shall be carried on on any lot. No noxious or offensive activity shall be carried on on any lot, nor shall anything be done which may be or become a nuisance or annoyance to the neighborhood. No junked automobiles, refuse or house trailers shall be permitted to remain on any lot either temporarily or permanently.

5. Sewerage disposal shall be by governmental sewerage disposal systems, or by septic tanks complying with the specifications of the State Board of Health.

6. An easement is hereby reserved to lay and place sewer, telephone, telegraph, and electric light lines on any street shown on the aforementioned plat without compensation or consent of any lot owner, and an easement for the installation and maintenance of utilities and drainage facilities is reserved over the rear and side five (5) feet of each lot as shown on the aforementioned Plat.

7. All fuel oil tanks or containers shall be covered, buried underground or kept in the rear of all residences erected on any lot.

8. No dwelling shall be erected or placed on any lot which has been reduced in size greater than twenty (20%) per cent from the size which is now shown on the aforementioned Plat.

9. No building shall be erected, placed or altered on any of the lots in this Subdivision until the building plans and specifications, including a plot plan showing the location of such building, has been approved in writing as to conformity and harmony of external design with existing structures in this Subdivision, and as to the location of the building with respect to topography and finished ground elevation, by a committee composed of Frank E.R. Siena and James P. McNamara, or a representative designated by said Committee. In the event of the death or resignation of any member of said Committee, the remaining member shall have full authority to approve or disapprove of such design and location, or to designate a representative with like authority. In the event that the Committee or its designated representative fails to approve or disapprove of any plans and specifications which have been submitted to it within thirty (30) days, 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 completion thereof, such approval shall not be required and this covenant will deem to have been fully complied with. Neither member of such Committee or its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such Committee and of all of its designated representatives shall cease on and after January 1, 1995. 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 performed by said Committee.