

No trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other such debris for pickup by governmental and other similar garbage and trash removal service units. In the event any owner or any developed lot fails or refuses to keep such property free from any such unsightly items, weeds, or underbrush, five days after posting a notice thereon or mailing a notice to the owner at his property address requesting the owner to comply with the requirements of this paragraph, Developer may enter and remove all such unsightly items or growth at the owner's expense. Owners by acquiring property subject to these restrictions agree to pay such costs promptly upon demand by the Developer, its agents, assigns or representative. No such entry as provided herein shall be deemed a trespass.

12. Easements. The Developer (for itself, its successors, and assigns) reserves a right-of-way over, along, and under the following portions of each lot:

- (a) As shown on the above mentioned plat.
- (b) The rear 10 feet parallel and contiguous to the lot line.
- (c) Ten (10) feet parallel with and adjoining each side line.

These rights-of-way are for the installation of poles, lines, conduits, pipes, drainage, and other equipment and facilities necessary or useful for furnishing utility service to the property (now, formerly, or hereafter owned by the Developer or its successors) adjacent thereto or in the proximity thereof. All utilities, including without limitation cable television, which transverse the property in any direction under, over, across, or through any lot shall be located only within the easement areas described above. For the duration of these restrictions no such utilities shall be permitted to occupy or otherwise encroach upon any of the easement areas reserved without first obtaining the prior written consent of the Developer; provided, however, local service from utilities, not including cable television, within easement areas to dwelling constructed upon any such lots may be established without obtaining separate consents therefor from the Developer.

No structures including walls, fences, or plantings shall be erected or grown upon any part of the property which will interfere with the rights and use of any and all of the easements or rights of way herein reserved by the Developer.

13. Unintentional Violation of Restrictions. In the event of the unintentional violation of the foregoing restrictions with respect to any lot, the Developer, its successors or assigns, reserves the right by and with the mutual written consent of the owner or owners for the time being of such lots to change, amend, or release any of the foregoing restrictions as the same may apply to that particular lot.

14. Effective Period and Enforcement of Restrictions. The foregoing restrictions shall be construed to be covenants running with the land and shall be binding and effective until September 26, 1999 at which time they shall be automatically extended for successive periods of ten years each unless it is agreed by the vote of majority in interest of the then owners of the above described property to change, amend, or revoke the restrictions in whole or in part.