

EASEMENTS

Each lot is being conveyed subject to a master deed which provides for certain easements.

(1) There shall be a permanent easement for a service alley as depicted on Exhibit "A" attached. The portion of the service alley on Lot #5 and Lot #1 extending from the building set back line to the rear lot line will be constructed by the Southland Company. The paved drives and parking areas in the front and rear of each lot will be constructed by the resident.

(2) A permanent easement is hereby provided along the southern lot line of each lot for the purpose of planting lawns, shrubbery or landscaping. The rights of said easement shall inure to the benefit of the lot owner on the southern side of such easement. It shall be the responsibility of such lot owner to maintain the easement at all times in a manner that does not impair the structure of the grantor of said easement. The grantor shall have the right to go upon said easement for the purpose of making necessary repairs to his residence but shall take care to replace or repair any landscaping damage done on the easement or any damage done by virtue of gaining access to the easement. The easement shall contain an area approximately equal to ten percent (10%) of the width of the lot and run from the front set-back line to the rear drive. The purpose and intent of said easement is shown on Exhibit "A" attached.

SET BACKS, LOCATION OF IMPROVEMENTS
BUILDING PLOTS

(1) All lots in this subdivision or development shall be known and described as residential lots and shall be used exclusively for single family residential dwellings. No structure shall be erected, altered, placed or permitted to remain on any such lot other than one detached single-family dwelling not to exceed three stories in height and a garage for private passenger automobiles and servants quarters.

(2) No trailer, basement, tent, shack, garage, barn or other out-building erected upon any lot shall at any time be used as a residence either temporarily or permanently. No structure of a temporary nature shall be used as a residence and no house trailer shall be placed on any lot either temporarily or permanently.

(3) No noxious or offensive activity shall be carried on anywhere on the property subject to these covenants nor shall anything be done thereon which may be or become an annoyance, nuisance or menace to the neighborhood. No lot or any part thereof shall be used for any business or commercial purpose nor for any public purpose.

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