

9. No noxious or offensive trade or activity shall be carried on upon any of said lots, nor shall anything be done thereon which may be or become an annoyance or nuisance or menace to the neighborhood, nor shall any use for business, commercial or public purposes be permitted.

10. No trailer, basement, tent, shack, garage, barn or other outbuilding erected upon said lots shall at any time be used as a residence either temporarily or permanently, nor shall any structure of a temporary character nor any structure which is unfinished or uncompleted be used as a residence. No house trailer or mobile home shall be placed on any of said lots either temporarily or permanently unless the same shall be stored in a closed building so as not to be visible from outside of said building.

11. No fence of any type, wall or hedge shall be erected on any of said lots in front of the front wall of the dwelling located thereon which shall exceed three feet in height. All fuel oil tanks, gas tanks and other storage containers used in connection with a dwelling shall be placed underground or placed in an outbuilding, consistent with normal safety precautions, so that said tanks or containers shall not be visible.

12. No concrete blocks, cinder blocks or any similar type building material, or asbestos shingle siding, shall be used in connection with the construction of any building erected upon said lots so that said materials are visible from the outside of said building.

13. All sewerage disposal shall be be septic tank until municipal sewerage disposal is available and shall meet the approval of the local and State Board of Health.

14. Nothing herein contained shall be construed to prohibit the use of more than one lot or portions of one and more lots as a single residence building site, provided that said lot would otherwise meet the requirements as to size, setback and directional facing of said dwellings.

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

16. Easements for utility installation and drainage facilities are reserved over and across the side and rear five feet of all of said lots, with the provision that in the event that one or more lots or portions thereof are joined together to form a larger lot, the easement shall be only on the side and rear boundaries of the lot as formed.

17. No building shall be erected, placed, altered, or permitted to remain on any of said lots until and unless the building plans, specifications and plot plan showing the location of such building, the proposed type of construction and the exterior design have been approved in writing as to conformity and harmony of external design with the existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation by the architectural committee, or by a representative designated by a majority of the members of said committee. One set of plans, specifications and plot plan shall be left or filed with the committee. In the event said committee, or its designated representative, fails to approve or disapprove such design, plans, specifications and locations within 30 days after said plans have been submitted to it, or, in any event, if no suit to enjoin the erection of such buildings or the making of such alterations or improvements has been commenced prior to the completion thereof, or the substantial completion thereof (in excess of 60%) such approval will not be required and this covenant will be deemed to have been fully completed with and no suit or claim shall then be available to said committee or other lot owner as the same would not constitute a violation thereof.

(a) The architectural committee shall be composed of Alvin E. James and Kenneth L. Cassell and Jack Zabel. In the event of death or resignation of any

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