

EIKHARA
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shall henceforth be considered covenants running with this land. These terms, stipulations and conditions, considered as covenants running with the land, are set forth in that deed in the chain of title as recorded in the aforesaid Clerk's Office in Deed B 222 at page 339 as follows:

- (1) The party of the second part herein, his heirs and assigns, hereby contract and agree to pay the sum of \$20.00 annually for each lot owned by them into a maintenance fund to be established by the grantor herein; said fund to be used by the grantor herein for the maintenance of roads, ways, public areas, lakes and ponds and including the stocking of fish therein; provided, however, that after said maintenance fund has been established and in use for a period of twenty (20) years, then upon agreement of the party of the first part herein, its heirs and assigns, and a majority of the persons owning lots in the subdivision this maintenance fund may be abolished and thereafter the party of the second part, his heirs and assigns, shall not be liable for contributions thereto, and provided further that the party of the first part herein shall have the right to increase the amount of contributions by each lot owner if the expense of maintaining the roads and ways and other manners as above set forth increase in future years. And it is further agreed among all the parties hereto that if there be a failure to pay the assessment into the maintenance fund as above provided, then the amount owed unto said fund shall become a lien upon the lot or lots owned by the person or persons in default and same shall be enforceable at the option of the party of the first part herein.
- (2) Land Use and Building Type: All of the lots subject to these protective covenants shall be residential lots. No structure, including toilets, shall be erected, altered, placed or permitted to remain on any residential building plot other than automobile, camper, tents and permit residential buildings

provided the plans for the said buildings are approved by party of the first part.

(3) Nuisance: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(4) Signs: No advertising sign, billboard or other device shall be permitted, erected, placed or suffered to remain upon any lot except that this covenant shall not prohibit the use of a professional sign not to exceed one (1) square foot in size, or the use of "For Sale" signs by the owner or bonafide real estate agents and/or builders.

(5) There will be trash containers furnished by party of the first part's maintenance fund at various locations for trash, debris, etc., therefore, each purchaser and/or owner will be responsible for their own area plus aid to any public areas being kept clean.

(6) Purchasers may clear, grade or install off street parking on their own lots provided no changes are made in ditch line on street or throw bushes or surface water on any adjoining lot.

(7) The party of the second part herein hereby agrees to make the real estate above described available to public utility companies for development of electric power, water, sewage and other utilities that will be used by most of the lot owners in this subdivision.

(8) It is mutually agreed that if there be a breach by party of the second part of any of the covenants and agreements heretofore set out, then he or they shall lose all privileges to the use of all public and private areas heretofore acquired by party of the first part for the use of the lot owners aforesaid.