

4. No improvements shall be erected or constructed on any tract nearer than fifty (50) feet to the front property line nor nearer than ten (10) feet to the side property line, except that in the case of corner tracts, no improvements shall be erected or constructed within twenty (20) feet of side property lines adjacent to streets. No material of any kind shall be placed or stored on any tract unless construction of a permanent residence or permissible business has been commenced and is under way. No used material shall be stored on any tract or used in any construction. In the event materials of any kind are placed on the property which are, in the opinion of the **architectural control committee of the NSAH-HOA**, in violation of the above stipulation and agreement, the **Corporation** may notify Purchaser by mail of such violations, and if the violation is not corrected and the subject material is not removed within ten days after the mailing of such notice, the **Corporation** may remove said material from the property, dispose of such material, and charge Purchaser with removal and disposition costs, and the **Corporation** shall have no liability to Purchaser by virtue of the exercise of such right of removal.

5. No building or structure shall be erected or constructed on any tract until the building plans, specifications, plot plans and external design have first been approved in writing by the **architectural control committee of the Corporation**. No building or structure shall be occupied or used until the exterior thereof is completely finished. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any of said tracts shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

6. No building or structure shall be occupied or used until all exterior portions thereof constructed of lumber shall be finished with not less than two coats of paint. No outside toilet shall be installed or maintained on any tract and all plumbing shall be connected with a sanitary sewer or septic tank approved by the State and local Departments of Health. Before any work is done pertaining to the location of utilities, buildings, etc., approval of said location must be first obtained from the **architectural control committee of the Corporation** and the local Department of Health. No removal of trees or excavation of any materials other than for landscaping, construction of buildings, driveways, etc., will be permitted without the written permission of the **Corporation**.

7. No noxious, offensive, unlawful or immoral use shall be made of any tract.

8. No livestock of any kind shall be raised, bred, or kept on any tract. Dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

9. No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean sanitary condition. No junk, wrecking or auto storage yards shall be located on any tract. No advertising or "For Sale" sign shall be erected on any tract without written approval of the **Corporation**.

10. The **Corporation** reserves to itself, its successors and assigns, an easement or right-of-way over a five foot strip along the side, front and rear boundary lines of the tract or tracts herein described, for the purpose of installation or maintenance of public utilities, including but not limited to gas, water, electricity, telephone, drainage and sewerage and any appurtenance to the supply lines thereof, including the right to remove and/or trim trees, shrubs or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said tracts with no obligation to **the Corporation** to supply such services. Should a utility pipeline be installed in the rear property easement as herein reserved, Purchaser agrees to install a gate in any fence that shall be constructed on such easement for utility company access to such pipeline.

11. All tracts are subject to easements and restrictions now of record and are subject to any applicable zoning rules and regulations.

12. These covenants and restrictions shall be binding upon the Purchaser, his successors, heirs and assigns. These covenants and restrictions are for the benefit of the entire subdivision above described.

13. The restrictions herein contained shall run with the land until June 1, 2020 provided, however, that the record owners of a majority of the tracts subject to these restrictions shall have the power through a duly recorded written instrument to extend these restrictions for successive ten year periods from and after the aforesaid date.

14. Invalidity of any one of these covenants or restrictions by judgment of any Court shall in no wise affect any of the other provisions which shall remain in full force and effect.