

10. BUILDING COST: No dwelling shall be erected on any lot at a cost of less than \$50,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

11. TEMPORARY STRUCTURES: No trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding placed or erected on the tract shall be at any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

12. PLANS AND SPECIFICATIONS: All plans, specifications and builders for the construction of a residence on said lots must first be approved in writing by Donald E. Baltz or his designated representative, or representatives.

13. EASEMENTS: An easement five (5) feet in width is reserved across the side and rear of all lots for the purpose of utility installation and maintenance, as well as drainage.

Easements for the installation and maintenance of sewer, utilities or drainage as may be shown on the subdivision plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction or obstruct or retard the flow of drainage channels in the easements.

The easements area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Donald E. Baltz reserves the right to create and impose additional easements or rights of way over any unsold lot or lots for street, drainage and utility installation purposes by the recording of appropriate instruments and such shall not be construed to invalidate any of these covenants.

14. FENCING: Decorative fencing of good quality may be erected. However, said fencing shall not be erected nearer than the building setback line or beyond the front of the dwelling. Fencing must be maintained in a good state of repair.

15. NUISANCES: No business, professional clinic or other trade or noxious or offensive activity shall be operated or carried on upon any of the lots affected by these covenants, nor shall anything be done thereon which may be a nuisance to the neighborhood.

16. ANIMALS: No stable or barn for domestic animals shall be constructed or placed on said lots.  
No animals except household domestic pets shall be kept on said lots, provided that they are not kept, bred or maintained for commercial purposes.

17. VEHICLES: No vehicle, automobile or truck not in running condition or not having a current State license tag shall be parked or stored on any lot for more than thirty (30) days.

No vehicle, automobile, trailer or mobile home shall be parked on the streets except while loading or unloading.

18. TEMPORARY RESIDENCES: No trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding placed or erected on the tract shall be at any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

997

4328 RV-2