

that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

In the event of the unintentional violation of any of the building line restrictions herein set forth, P J DEVELOPMENT COMPANY reserves the right by and with the mutual consent of the owners or owner for the time being of the lot or lots affected thereby, to change such restrictions accordingly; provided, however, that such change shall not exceed 10 percent of the marginal requirement of such building line restriction, except that a side yard unintentional violation may be as much as 2 feet.

5. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet on each lot. Within these easements, no structures, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement 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.

6. NUISANCES. 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.

7. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

8. SIGNS. No sign shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats, or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes, and provided facilities for such pets and the pets themselves do not create a nuisance.

10. GARBAGE AND REFUSE DISPOSAL. No lot 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 shall be kept in clean and sanitary condition.

11. MAINTENANCE OF PREMISES. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such lot which shall tend to decrease the beauty of the neighborhood as a whole or the specific area, including proper maintenance of grass or suitable ground covering.

12. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants shall have been recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

13. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any