

- 2 -

and assigns, the right to place or authorize the placing of gas, water and sewer pipes, telephone, telegraph, light and power lines, and any other instrument of public utility over or under any street, avenue, road, alley or park at any time without compensation to any lot owner, except that the premises shall be left in as good condition as before.,

(6) No surface closet shall ever be used on any portion of said properties but only septic tanks and other sanitary sewers.

(7) No building shall be erected nearer than 30 feet to the front line of the street upon which said lot faces or closer than 5 feet to any side lot line.

It is further mutually covenanted and agreed that these covenants and restrictions shall run with the land and be binding on all of the parties hereto, their successors, heirs and assigns, and upon all parties claiming under them, until January 1, 1970, at which time said covenants and restrictions shall terminate, unless all, or any of them, are extended for additional periods of time by appropriate provisions; and provided further, that any such extensions shall not affect creditors or purchasers in good faith without notice, unless duly recorded.

These restrictions are intended for the mutual advantage and protection of J. P. Stevens & Co., Inc., the present owner of the entire subdivision shown on the above plat, (except for those lots which are designated as sold on said plat) its successors and assigns, and all parties acquiring title to any portion of said subdivision and shall be binding on J. P. Stevens & Co., Inc., its successors and assigns, as to all the lots in said subdivision.

If J. P. Stevens & Co., Inc., or any of its successors or assigns, shall violate or attempt to violate any of the restrictions contained herein before January 1, 1970, it shall be lawful for, and it is the intention of these presents, to give any party owning any portion of the property herein described the right to prosecute any proceeding at law or in equity against the