

- d) No building shall be erected, altered or placed on any residential lot other than a single family dwelling not to exceed two stories in height. One accessory building may include a detached private garage and/or servant's quarters; provided, the use of such accessory building does not include any activity in any manner connected with a business.
- e) Residences erected on all residential lots, shall contain not less than 1,600 square feet of living space, exclusive of porches or garages, shall be of permanent design, shall have a fire resistant roof, and the exterior shall be finished and decorated in an attractive manner; provided, however, the Whippoorwill Development Company, Inc., its successors and assigns, reserves the right to increase the square footage requirements on any lot, or group of lots, prior to the sale thereof.
- f) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is any wise noxious, dangerous, unsightly, or unpleasant, or of a nature as will necessarily diminish or destroy the enjoyment of other property (including the golf course area) in the neighborhood by the owners thereof.
- g) No structure of a temporary character, trailer, tent shack, garage, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
- h) No lot shall be subdivided, or its boundary lines changed, except with the written consent of Whippoorwill Development Company, Inc.
- i) Whippoorwill Development Company, Inc. hereby reserves unto itself, its successors and assigns, a perpetual alienable and releasable easement and right on, over and under ground to direct, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone, gas sewerage, water or other public conveniences or utilities on, in or over the rear ten feet of each lot and five feet along the side of each lot, together with the right of ingress and egress for the installation, repair and maintenance of said utilities and public conveniences.
- j) No firearms of any variety shall be discharged upon or in close proximity to said lots.
- k) It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, or unkept conditions of buildings or grounds on such lot which shall tend to destroy the beauty of the neighborhood as a whole or the specific area. In the event the owner of the residential lot permits any underbrush, weeds, etc., to grow up on any such lot to a height above one foot and on request fails to have the premises cut within thirty days agents of the Whippoorwill Development Company, Inc. may enter upon said land to cut and remove the same at the expense of the owner, provided,