

front building line and the sidewalk and shall maintain this area in a neat and attractive condition. Property owners shall be responsible for the construction of the sidewalk across the width of the purchasers' property. The sidewalk shall be concrete and shall align and be comparable to existing sidewalks at the situs shown on said plat referenced hereinabove.

6. All owners shall be entitled to the common use of the area designated common element which surrounds the building area known as Parcels A, B, C, Part Parcel C-1, Part Parcel C-2, D and E, with the understanding that said common element shall be utilized for ingress, egress, utilities, parking, and beautification. The aforesaid right of use shall be for the common use of said property owners and lessee, their visitors, invitees, patrons, clients, patients and customers. Said parking area shall be maintained in a neat and attractive condition under the direction and management of the Eastside Professional Court Maintenance Association, hereinafter designated.

7. All trash, garbage, or other waste to be kept outside any building shall be screened by placing it in a completely enclosed area constructed of the same material and of the same design as the building. Said area shall be adequately constructed, protected, and shall be maintained in a clean, sanitary and attractive condition. Buried trash containers may be used when approved by the Architectural and Design Committee and Trash Contractor. All service entrances shall be maintained in a clean and attractive condition. It being understood that the Architectural and Design Committee designated hereinabove shall have the right, power and authority to designate where trash containers and pickup areas such as designated hereinabove shall be located in connection with the construction of any improvements on the area designated on the plat referenced hereinabove.

8. No obnoxious or offensive activity shall be carried on upon any part of said property, nor shall anything be done or kept thereon which may be or may become an annoyance, nuisance or create a situation wherein fire insurance premiums are increased to any of the owners.

9. No live animals or live fowls shall be maintained on any part of said property.

10. The owners of any part of the parcels shown on the plat referenced hereinabove shall have the right, privilege and option of subdividing or recutting said building lots so as to reduce the size initially purchased; provided, however, that no owner shall have the right to construct on a building lot less than fifteen (15) feet in width and sixty (60) feet in depth, nor shall any owner have the right or privilege to change the direction in which the front of the buildings are designed to face except with written consent of the Architectural and Design Committee. It is the intent of the developers that the front entrances of all buildings to be built on Parcels A, B, C, Part Parcel C-1, Part Parcel C-2, D, and E shall face in an easterly direction.

11. In the event an owner desires to sell or lease his property and shall receive a bona fide written offer for the whole or any part of his interest, which offer is acceptable to such owner, such owner (herein referred to as the "Selling/Leasing Party") may sell or lease the whole or any part of such interest, as the case may be, in compliance with the following requirements and limitations:

11(a). That such Selling/Leasing Party shall send a copy of such offer by Certified Mail to Benjamin W. Lewis and William J. Wirthlin operating a partnership known as Eastside Professional Court Partnership, hereinafter called Purchasing/Leasing Party. Such offer shall thereupon be deemed to be an offer by the Selling/Leasing Party to sell or lease the interest offered upon the same terms and conditions as contained in the offer received by the Selling/Leasing Party. Thereupon,

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