

to prevent undue hardship because of topography, the shape of any platted lot or the setback lines as shown on the recorded plats, and if in the opinion of said Committee such violation will cause no substantial injury to any other lot owner. In no event may the Committee approve or ratify a violation of the front setback line restriction of more than five (5) feet or of the main building side line restriction of more than four (4) feet or of the restrictions as to building size imposed by Section II hereof. The approval or ratification by the Committee in accordance with this paragraph shall be binding on all persons.

IV. EASEMENTS

1. An easement is reserved over the rear and side lot lines five (5) feet in width on each lot for the installation, operation and maintenance of utilities and for drainage purposes. Such other easements across the lots as are shown on the recorded plat are also reserved.

The easements herein provided for shall include the right to cut trees, grade swales or ditches, lay drain pipes or do such other things as may be reasonably required to provide necessary drainage.

V. MISCELLANEOUS.

1. No signs shall be permitted on any residential lots except that a single sign offering property for sale or for rent may be placed on any such lot provided such sign is not more than 24 inches wide by 20 inches high.

2. The property within the subdivision is hereby declared to be a bird sanctuary and any hunting of any wild birds is hereby prohibited.

3. Nothing herein contained shall be construed to prevent the developer, or its successors and assigns, from maintaining temporary sales offices and storage on any lot while the subdivision is in the process of being developed and/or residences being constructed therein.

3. The covenants herein contained are to run with the land and shall be binding on all persons claiming under them for a period of twenty-five (25) years from the date these presents are recorded, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants and building restrictions in whole or in part.

If the undersigned, or its successors, heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one or more of these covenants by judgment or Court Order shall in no wise affect any of the other provisions which shall