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COVENANTS AND RESTRICTIONS
FOR
CRYSTAL COVE SUBDIVISION

BK0598PG1010

OFFICIAL RECORDS

STATE OF FLORIDA
COUNTY OF PUTNAM

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the undersigned are the owners of the property situate in Putnam County, Florida, more particularly described as follows, to wit:

Crystal Cove Subdivision, lots 1 through 29, as recorded in Putnam County, Florida.

WHEREAS, it is the present intention of the Developer to develop Crystal Cove Subdivision as a low density, high quality, residential subdivision with the maintenance of property values at a high level, and

WHEREAS, the Developer has subdivided Crystal Cove Subdivision into 29 lots, and

WHEREAS, there is a need to specify, make and impose covenants, and to grant necessary easements for the proper use of the subdivision.

NOW THEREFORE THESE PRESENTS WITNESSETH: That the undersigned, as Owners and Developers of the above described property, in consideration of the fact that the Owners wish to sell the properties to others in individual lots and to restrict the lots as the same are sold, and for good and other valuable considerations, do herein and hereby covenant and agree for themselves, their successors, heirs, assigns and legal representatives, that as to all of the land encompassed within the above described properties, the following Restrictions are hereby placed:

(1) No building or structure shall be erected on, placed upon, altered, or permitted to remain on any lot unless and until the owner submits the floor plan elevation, site clearing plan, and abbreviated specifications and such plans have been reviewed and approved by the Architectural Control Committee which shall be composed of not less than three nor more than five persons. The members of the committee shall be appointed by the Developer.

(2) SINGLE FAMILY RESIDENCE ONLY: TWO STORIES LIMIT. No structure shall be erected, altered or permitted to remain on any lot shown on said plat other than for use as a single family residence. The height of the main residence on each lot shall be not more than two (2) full stories above the normal surface of the ground. (35-foot maximum height). No building situated on any lot shall be rented or leased separately from the rental or lease of the entire property. Nothing herein contained shall be construed to permit any lot owner to use any lot for road purposes or easements to any lands not contained within the plat of this development.

(3) MOTORISTS' VISION TO REMAIN UNOBSTRUCTED. The developer shall have the right, but no obligation, to remove, or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any lot, if the location of same will, in the sole judgment and opinion of the Developer, obstruct the vision of the motorists upon any of the streets.

(4) Finished main floor elevations are to be a minimum of 12" above the crown or centerline of the paved roadway as measured on the highest point of paved roadway crown between lot lines.

This instrument prepared by:

Faye Collins
Notary Public

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(5) Each lot is required to have one post lamp located 5 ft. back from front property line. This should be located in the vicinity of the driveway entrance. Post Lamp design will be approved by the developer. All residences will be required to purchase, install and maintain such lamp post.

(6) No exterior finish to be painted block or simulated stone or simulated brick. No R B & B plywood siding is to be used unless approved by the developer or committee.

(7) MINIMUM SQUARE FOOTAGE FOR ANY PRINCIPAL RESIDENCE. Lots 1-7 and lots 18-21 will have a minimum living area under heat and air of 1200 sq. ft. with a minimum of 1800 square feet under roof including a double car garage and porches. All residences must have an enclosed double car garage.

(A) MINIMUM SQUARE FOOTAGE FOR ANY PRINCIPAL RESIDENCE. Lots 8-12 and lots 22-29 will have a minimum living area under heat and air of 1500 sq. ft. with a minimum of 2200 square feet under roof including a double car garage and porches. All residences must have an enclosed double car garage.

(B) MINIMUM SQUARE FOOTAGE FOR ANY PRINCIPAL RESIDENCE. Lots 13-17 will have a minimum living area under heat and air of 2000 sq. ft. with a minimum of 2700 square feet under roof including a double car garage and porches. All residences must have an enclosed double car garage.

(8) GARAGES AND DRIVEWAYS

All garages shall have a minimum inside width of 20 feet and a minimum inside length of 26 feet. All garages must have either a single overhead door with a minimum door width of 16 feet for a two-car garage or for a 2, 3, or 4-car garage with individual doors a minimum width of 9 feet. All garages must have a separate service door. Minimum driveway width is 12 feet.

All garage doors must be electronically operated and remain closed when not in use.

Driveways shall be paved with a hard surface such as concrete, concrete or brick pavers, or exposed aggregate. Driveways shall be constructed in a way as to not restrict or impede the designed flow of drainage water in the swale along each street. Use of accent patterns utilizing pavers or colored concrete are recommended.

(9) OTHER STRUCTURES. The following building, structures and objects may be erected and maintained on the lot only if the same are located wholly within the yard rear of the main dwelling, and at least 20 feet away from any street; pens, yards and houses for pets, tool and workshops, garbage and trash cans, detached garages, hothouses, greenhouses, bath houses, tennis courts, children's playhouses, summerhouses, outdoor fireplace, barbecue pits, swimming pools or installation in connection therewith. Utility yard wall or fence shall not exceed six (6) feet in height without the approval of the Developer and must be located at or behind front side of house.

(10) SET BACK FOR ALL STRUCTURES. No building structure will be allowed within 50 feet of the front lot line. Side and rear setbacks and Lot Line construction restrictions in subdivision shall be as prescribed for single family residences by the Zoning Ordinance of the City of Palatka. No building or any type or kind of permanent structure shall be placed on any rear front lot nearer than 20 feet to back lot line or bulkhead except approved boathouses.

(11) Aluminum window and door frames are to have anodized aluminum, vinyl or painted finishes. Natural color aluminum finishes are not acceptable. No sliding glass doors are to be visible from the main street or side street.

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(12) ROOFS:

Minimum roof pitch will be 4/12. No flat roof except as subordinate element in conjunction with a pitched roof design. It is recommended the roof overhang be 24" or more. Approved roof materials are:

- * Cement tiles manufactured for maximum density and resistance to moisture.
- * Cedar shingles, sawed or hand-split.
- * Asphalt shingles of a quality of not less than a 25-year warranty.
- * Clay tile either barrel or flat especially manufactured for maximum density and resistance to absorption. Textures and colors in the earth tone range.
- * Woodruff masonite.
- * Natural slate or approved cement fiber slate.
- * The use of three tap shingles are prohibited.

If sheet metal for roof valleys, flashings, drips, downspouts, gutters, etc., is other than copper material, it shall be painted to blend with shingles. All roof accessories, such as vent stacks and roof vents, shall be painted to match roof color. The use of solar energy providing devices (active and/or passive) are subject to Developer approval.

(13) AIR CONDITIONERS, GARBAGE CONTAINERS, ELECTRICAL METER BOXES:

All outside air-conditioning compressors and garbage containers shall be shielded and hidden so that they are not visible from the street or adjacent property. Screening may include approved fencing or landscaping.

(14) FENCES: Fences or walls, except approved decorative type, may not be built or maintained on any portion of any lot except on the rear or interior side lot line and no closer to the front of the lot than the front line of the main residence; nor closer than 25 feet to a side street, when the residence is situated on a corner lot. No fence or wall shall be erected higher than six (6) feet from the normal surface of the ground. No fence or wall shall be erected until the quality, style, color and design shall have been first approved by the Developer or its duly appointed representative.

(15) Front yard landscaping to be completed prior to occupancy.

(16) Any T.V. antenna to include all satellite dishes must be approved by the Architectural Control Committee and any satellite dishes can not be visible from the street.

(17) NO PARKING OF VEHICLES, BOATS, ETC. No wheeled vehicles of any kind, boats or any other offensive objects may be kept on the paved road or parked between the paved road and the residential structures. They may be so kept if completely inside a garage attached to the main residence or within the rear yard provided such object is sufficiently screened to be obstructed from view from outside of the lot. Private automobiles of the occupants bearing no commercial signs may be parked in the driveway on the building plot from the commencement of use thereof in the morning to the cessation of use thereof in the evening. Private automobiles of guests of the occupants may be parked in such driveways during the times necessary for pick-up and deliver service and solely for the purpose of such service. No wheeled vehicle or boat shall be kept or parked in the front or side yard of any LOT. No trailers or campers shall be maintained or kept on any lots unless in rear yard.

(18) WINDOW AIR CONDITIONERS: Unless the prior approval of the Developer has been obtained, no window air-conditioning units shall be installed in any side of a building wall visible from any street.

(19) **NO OVERHEAD WIRES:** All telephone, electric and other utility lines and connections between the main utility lines and the residence and other buildings located on each building plot shall be concealed and located underground so as not to be visible.

(20) **COMPLETION OF COMMENCED CONSTRUCTION:** When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and all related structures shown on the plans and specifications approved by the Developer must be completed within eight (8) months after the start unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities. Prior to completion of construction, the property owner shall install at its expense a suitable paved or concrete driveway from the paved portion of the abutting street to his garage entrance. During the construction of any lot, all vehicles involved in such construction, including those delivering materials and supplies (except those trucks large or heavy enough to damage said driveways) shall enter upon such lot from the street only at this location. Such vehicles shall not be parked at any time on the street or upon the property other than the lot on which the construction is proceeding.

(21) **NO PICNIC AREAS PRIOR TO CONSTRUCTION:** No picnic areas and no detached outbuildings shall be erected or permitted to remain on any lot prior to the start of construction of a permanent residence thereon.

(22) **NO SHEDS, SHACKS OR TRAILERS:** No shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any lot. However, this paragraph shall not prevent the use of adequate sanitary toilet facilities for workmen during the course of such construction. Likewise, any contractor or sales person may maintain a trailer or portable construction shack of attractive design on any lot used in connection with the construction or sale of houses being built in this subdivision for no longer than twelve months.

(23) **RESIDING ONLY IN RESIDENCE:** No trailer, basement, garage or any outbuilding of any kind other than a guest house or servants quarters even if otherwise permitted hereunder to be or remain on a lot, shall be at any time used as a residence either temporarily or permanently.

(24) **SIZE OF SIGNS:** No sign of any character shall be displayed or placed upon any lot except "FOR RENT" or "FOR SALE" signs, which signs, may refer only to the particular premises on which displayed, and shall be of materials, size, building plot and summarily remove any signs which do not meet the provisions of this paragraph.

(25) **COMMERCIAL SIGNS:** Nothing contained in these covenants and restrictions shall prevent the Developer or any person designated by the Developer from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses and other structures as the Developer may deem advisable for development purposes.

(26) **MAIL BOXES:** Mail box or paper box or other receptacle of any kind for use in the deliver of mail or newspapers, or magazines or similar material may be erected or located on any lot. The type of material for said boxes or receptacles shall be compatible and in keeping with the neighborhood. Architectural Committee will review all boxes and receptacles for design.

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(27) **PETS. NO HORSES OR FARM ANIMALS:** Not more than two dogs or one cat or two birds (excluding parrots) or rabbits may be kept on a single building plot for the pleasure and use of the occupants but not for any commercial or breeding use or purpose. If, in the sole opinion of the Developer, the animal or animals become dangerous or any annoyance or nuisance in the neighborhood or nearby property or destructive of wild life, they may not hereafter be kept on the lot. Birds and rabbits shall be kept caged at all times in the rear yard.

(28) **SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM** Lot owners, on a pro-rata basis, shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system (s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

"SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM" means a system which is designed and constructed or implemented to control control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

AMENDMENT

Any amendment to the Covenants and Restrictions which alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

Owners of Lots 11-17 shall not only be responsible for their portion of maintenance, operation and repair of the primary storm water retention area, but will also be required to maintain that portion of the stormwater retention system which is continued within their lot lines.

(29) **NO OFFENSIVE ACTIVITIES.** No illegal, noxious or offensive activity shall be permitted or carried on any part of said land, not shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate or remain on any part of said land nor upon any land or lands contiguous thereto. No fires for burning of trash, leaves, clippings or other debris or refuse shall be permitted to be on any part of said land or road right-of-ways.

(30) **UTILITY EASEMENTS ON SIDES AND REAR OF LOTS.** The Developer, for itself and its successors and assigns, hereby reserves and is given a perpetual, alienable, and releasable easement, privilege and right on, over and under the ground to erect, maintain and use electric and telephone wires, cable, conduits, water mains, drainage lines or drainage ditches, sewers and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission and use of electricity, gas, telephone, lighting, heating, water, drainage, sewage and other conveniences or utilities on, in, over and under all of the easements shown on said plat (whether easements are shown on said plat to be for drainage, utilities or other purposes) and on, in, over and under a seven and one-

half foot strip at the back of each lot and on, in over and under designated easements.

The Developer shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to in this paragraph. The owners of the lot subject to the privileges, rights and easements referred to in this paragraph shall acquire no right, title, or interest in or to any wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property which is subject to said privileges, rights and easements. All such easements including those designated on said plat are and shall remain private easements and the sole and exclusive property of the Developer and its successors and assigns.

(31)WEED CONTROL. The owner of each building plot, whether plot be improved or unimproved, shall keep such plot free of tall grass, undergrowth, dead trees, dangerous dead tree limbs, weeds, trash and rubbish, and shall keep such plot at all times in a neat and attractive condition. In the event the owner of any building plot fails to comply, the Developer shall have the right, but no obligation, to go upon such building plot and to cut and remove tall grass, undergrowth and weeds and to remove rubbish and any unsightly or undesirable things and objects therefrom, and to do any other things and perform and furnish any labor necessary or desirable in its judgment to maintain the property in a neat and attractive condition, all at the expense of the owner of such building plot, which expenses shall be payable by such owner to the Developer on demand.

(32)RIVER FRONT LOTS 13-17. The riverfront shall not be used for any commercial purpose, nor shall any use thereof be made which is objectionable to the Developers and/or a majority of the owners of land abutting on the waterway. The reference to majority in the covenant shall be a majority of all the waterfront lots in the entire subdivision.

(a) Each lot owner shall keep his lot and the river bank adjacent thereto the water's edge grassed, trimmed and cut and properly maintained so as to present a pleasing appearance, maintain the proper contour of the river bank and prevent erosion, after completion of construction.

(b) No trash, garbage, sewage, waste water (other than surface drainage and water discharged from swimming pools), rubbish, debris, ashes or other refuse shall be deposited in the river.

(c) No lot shall be increased in size beyond the established bulkhead by filling in the waters on which it abuts. No changes in elevations of the land shall be made which will cause undue hardship to adjoining property less proper drainage is provided.

(d) All bulkheads shall be erected within the property limits of the established bulkhead at a location and of materials, size, and design specific, accepted and approved by the Developer and all shall be approved in writing prior to commencement of construction.

(e) No docks shall be longer than 300' from retaining wall.

(33)DEVELOPER MAY CORRECT VIOLATIONS. Wherever there shall have been built or there shall exist on any building plot any structure, building, thing or condition which is in violation of these covenants and restrictions, the Developer shall have the right, but no obligation, to enter upon the property where such violation exists and summarily to abate, correct, or remove the same, all at the expense of the owner of such property, which expense shall be payable by such owner to the Developer, on demand, and such entry and abatement, correction and removal shall not be deemed a trespass or make the Developer liable in any way for any damages on account thereof.

(34)APPROVAL OF DEVELOPER. Wherever in these covenants and restrictions the consent or approval of the Developer is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing

seeking the same has been submitted to and approved in writing by the Developer. Such request shall be sent to Developer by Registered or Certified Mail with Return Receipt Requested. In the event that the developer fails to act on any such written request within 30 days after the same has been submitted to the developer as required above, the consent or approval of the Developer to the particular action sought in such written request shall be presumed; however, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the covenants and restrictions herein contained.

(35) **DEVELOPER MAY DESIGNATE A SUBSTITUTE.** The developer shall have the sole and exclusive right, at any time, from time to time to transfer and assign to, and to withdraw from, such person, firm or corporation as it shall elect, any or all rights, powers, privileges, authorities and reservations given to or reserved or under the provision of said plat. If at any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, privileges, authorities and reservations given to or reserved by the Developer under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the owners of a majority of the lots shown on said plat. Nothing herein contained, however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in said committee except in the event aforesaid.

(36) **AMENDMENTS OR ADDITIONAL RESTRICTIONS.** The Developer reserves and shall have the sole right to (a) amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained; (b) to amend these covenants and restrictions for the purpose of any ambiguity in or any inconsistency between the provisions contained herein; (c) to include in any contract or deed or any other instrument hereafter made, any additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants and restrictions herein contained, and (d) to release any single building plot from any part of the covenants and restrictions which have been violated if the Developer in his sole judgment, determined such violation to be a minor or insubstantial violation.

(37) **AMENDMENT OF RESTRICTION WITH CONSENT OF OWNERS.** In addition to the rights of the Developer provided for in paragraph 30 hereof, the Developer reserves and shall have the right, with the consent of the persons then owning 75% or more of the platted lots sold shown on the plat to amend or alter these covenants and restrictions and any parts thereof in any other respects.

(38) **ADDITIONAL RESTRICTIONS BY INDIVIDUAL OWNERS.** No property owner, without the prior written consent and approval of the Developer, may impose any additional covenants and restrictions on any part of the land shown on the plat of this subdivision.

(39) **RESTRICTIONS EFFECTIVE PERIOD.** The covenants and restrictions numbered 1 through 40, as amended and added to from time to time as provided for herein, shall be subject to the provisions hereof and unless released as herein provided, be deemed to be covenants and restrictions running with the title to said land and shall remain in full force and effect until the first day of January, A.D. 2020 and thereafter, the said covenants and restrictions shall be automatically extended for successive periods of 20 years each, unless within six months prior to the first day of January, A.D. 2020 and thereafter, the said covenants and restrictions shall be automatically extended for successive periods of 20 years each, unless within six months prior to the first day of January, A.D. 2020 or within six months preceding the end of any such successive 20 year period, as the case may be, a written agreement executed by the then owners of a majority of the lots shown on said plat shall be placed on record in the Office of the Clerk of Circuit Court of Putnam County,

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Florida, in which written agreement any of the covenants, restrictions, reservations and easements provided for herein may be changed, modified, waived or extinguished in whole or in part as to all or any part of the property then subject thereto, in the manner and to the extent provided in such written agreement. In the event that any such written agreement shall be executed and recorded as provided for above in this paragraph, these original covenants and restrictions are then modified, shall continue in force for successive periods of 20 years, unless and until further changed, modified, waived or extinguished in the manner provided in this paragraph.

(40) LEGAL ACTION ON VIOLATION. If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants and restrictions, it shall be lawful for the Developer of any person or persons owning any lot on said land to (a) prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenants and restrictions, (b) to maintain a proceeding in equity against those so violating or attempting to violate any such covenants and restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies not or hereafter provided by law. The failure of the Developer, its successors or assigns, to enforce any covenant or restriction of any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto. Lot owners found in violation of these restrictions shall be obliged to pay attorney's fees to the successful plaintiff in all actions seeking to prevent, correct or enjoin such violations or in damage suits thereon. All restrictions herein contained shall be deemed several and independent. The invalidity of one or more or any part of one shall in no way impair the validity of the remaining restrictions or part thereof.

IN WITNESS WHEREOF the said Owner has hereunto set his hand and seal this 27th day of December 1991.

Martha Walker
Witness:

P. L. R. Callahan
Owner/Developer

Theresa A. Rutledge
Witness:

Burtha J. Callahan
Owner/Developer

STATE OF FLORIDA
COUNTY OF PUTNAM



I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared to me known to be the person described in and who executed the foregoing instrument and acknowledged before me the execution of same.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of December, 1991.

182396

92 FEB 25 AM 11:32

Jamie M. Long
Notary Public

Ed. H. Bl.
CLERK OF COURT
PUTNAM COUNTY, FLORIDA

My Commission Expires:



Notary Public, State of Florida
TAMMIL M. LONG
My Comm. Exp. Dec. 31, 1991

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(28) **SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM** Lot owners, on a pro-rate basis, shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system (s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

"**SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM**" means a system which is designed and constructed or implemented to control control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

AMENDMENT

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Owners of Lots 11-17 shall not only be responsible for their portion of maintenance, operation and repair of the primary storm water retention area, but will also be required to maintain that portion of the stormwater retention system which is continued within their lot lines.

(29) **NO OFFENSIVE ACTIVITIES.** No illegal, noxious or offensive activity shall be permitted or carried on any part of said land, not shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate or remain on any part of said land nor upon any land or lands contiguous thereto. No fires for burning of trash, leaves, clippings or other debris or refuse shall be permitted to be on any part of said land or road right-of-ways.

(30) **UTILITY EASEMENTS ON SIDES AND REAR OF LOTS.** The Developer, for itself and its successors and assigns, hereby reserves and is given a perpetual, alienable, and releasable easement, privilege and right on, over and under the ground to erect, maintain and use electric and telephone wires, cable, conduits, water mains, drainage lines or drainage ditches, sewers and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission and use of electricity, gas, telephone, lighting, heating, water, drainage, sewage and other conveniences or utilities on, in, over and under all of the easements shown on said plat (whether easements are shown on said plat to be for drainage, utilities or other purposes) and on, in, over and under a seven and one-