

## UNIFORM COVENANTS, CONDITIONS AND RESTRICTIONS

This conveyance is made under and subject to the following covenants, conditions and restrictions which shall run with the land, vix:

1. The premises hereby conveyed shall be used for residential purposes only. No building shall be erected, altered placed, or permitted to remain on the premises hereby conveyed other than one detached single-family dwelling not to exceed two and one-half stories in height, and a private garage for not more than four cars.
2. All buildings shall be constructed within the following building lines on each lot: front yard 40 feet; side yard 12.5 feet; rear yard – main buildings 50 feet; access buildings 12.5 feet; combined side yards for accessory buildings 50 feet,
3. All lots are subject to a utility and drainage easement over the 10 feet adjacent to streets and 5 feet adjacent to all other lines except as specifically set forth herein, and further provided that the first five feet of said ten feet easement adjacent to Timber Hill Road, solely, may be used for road-right-of-way purposes.
4. Timber Hill, Inc. reserves such rights-of-way and rights of entry at all reasonable times and places as may be necessary to maintain, replace, repair, or restore water pipe lines or conduits, drainage conduits or utility lines which may be owned or controlled by Timber Hill, Inc.
5. Grantees agree that once construction is commenced upon the above described lot or lots, said construction will be first approved as herein contained and then that the residential building shall be ready for occupancy within 12 months from the first day of construction, provided, however, that this 12 month period may be extended if written consent is first obtained from Timber Hill, Inc.
6. Timber Hill, Inc, reserves the right to make proportionate annual assessments for the maintenance of roads and grantees agree they will be liable for and pay the assessments as made.
7. No building lot shown on the recorded plan may be further subdivided except with the written consent of Timber-Hill, Inc.
8. No lots or tracts shall be sold or transferred except by intervivos gift, testamentary bequest or intestate succession to a spouse or a lineal descendant of the owner, without giving at least thirty (30) days written notice to Timber Hill, Inc. of the proposed sale and of the terms and conditions hereof, which shall be based upon a bona fide offer received by the seller. Timber Hill, Inc. shall have the first right to purchase said lots or tracts proposed to be sold within said thirty (30) days notice period.
9. No manufacturing or commercial enterprise or enterprises of any kind for profit shall be carried on or maintained upon any of the lots included in said area.

10. No obnoxious or offensive use shall be made of any lot, nor shall any offensive trade or activity be carried on upon any residential lot, nor shall any use be made of such lots which may constitute a nuisance. Automobiles not having operated for a period of thirty (30) days or more constitute a nuisance.

11. No trailer, shed, or other temporary or moveable building or facility shall be erected or maintained on any lot except as may be reasonably necessary for a short period of time to facilitate construction operations.

12. No trailer, basement, tent, garage barn, shed or other outbuilding erected or maintained on a lot shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

13. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except the dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

14. No advertising signs of any kind except "For Rent" and "For Sale" signs having not over four square feet of surface area and small name plates not having over two square feet of surface area shall be permitted on any lot.

15. No Fences, hedges, walls barriers, barbed wire or electric fence shall be erected and maintained on any lot except with the written approval of Timber Hill, Inc. Lines or appliances upon which to hang or expose laundry shall be erected and maintained in as inconspicuous a place as possible.

16. Development and improvement of lots shall be carried on in such a way so as to avoid removal of any natural trees of 4" diameter or greater without written consent of Timber Hill, Inc.

17. No lot shall be cleared of brush, trees or anything else of an inflammable nature except after having first, obtained the approval of Timber Hill, Inc., in writing, such approval to specify the time and manner in which such caring shall be made.

18. No excavation shall be made on the premises hereby conveyed except for the purpose of building, thereon and then only at the time when building operations are to commence. No earth or sand shall be removed from the premises except as part of such excavation without the written consent of Timber Hill. Inc.

19. No individual sewage disposal system shall be permitted on any lot or building site unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the State or local public health authorities. In the event that a sewer line is laid in any street adjacent to lot or lots herein conveyed. It shall be incumbent upon all property owners fronting on sold street to establish connection with said sewer system without delay and thereafter to make use of the same to the exclusion of the existing individual sewer disposal systems.

20. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be placed in sanitary containers.

21. No individual water supply system shall be permitted on any lot or building site unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the State or local public health authorities.

22. An Association of lot owners of Timber Hill, Inc., is to be formed and designated by such name as may be deemed proper and, when formed, the owner of the premises hereby conveyed, covenants and agrees that he, his heirs and assigns shall be subject to the payment of annual dues and assessments, in compliance with the By-laws, Rules and Regulation promulgated by said Association.

23. That portion of the lands of Timber Hill Inc. shown on its various maps as streets are not dedicated to public use and title thereto shall remain in Timber Hill, Inc., subject to the right to convey the same to the aforesaid Association, and subject also to the right of the parties of the second part hereto, and those claiming under them, to use said street for ingress and egress to and from public roads. If and when said streets are dedicated for public use, such dedication shall be made subject to the right of Timber Hill, Inc. to maintain or grant the right to install and maintain water mains, sewer pipes, street drains, gas mains, telephone and electric lines, fixtures for street lighting within the lines of such streets or roadways.

24. The restrictions herein provided shall apply only to the premises herein conveyed and Timber Hill, Inc. reserves the right to modify or change said restrictions as to its remaining lands or such lands as it may hereafter acquire.

25. At no time will on street parking be permitted on Timber Hill Road. Property owners whose lots front on Timber Hill Road must make provisions to park their vehicles within the boundaries of their respective lots.

20. Wells and subsurface disposals are to be installed within the designated areas on each lot and can only be installed elsewhere by written permission of Public Health Authorities.

27. Subsurface disposals shall not be located closer than 100 feet to any well or closer than 50 feet to any water course.

28. The County and/or the Township or its agents shall have the right to enforce covenants relative to wells, sewage disposal systems and subsurface disposals, if Timber Hill, Inc. or its agents or successors fail or is unable to enforce the said covenants, conditions and restrictions.