

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, COUNCIL GOLF AND COUNTRY CLUB, INC., an Idaho Corporation, of Council, Adams County, State of Idaho, does hereby certify and declare that all the lands embraced in the amended Council Golf and Country Club Subdivision PLAT and any conveyance describing any lot, parcel or plot therein by reference to any number or designation on said plat of said subdivision shall be subject to the restrictions, covenants and conditions hereinafter expressed and that by the acceptance of any such conveyance the grantee or grantees herein, their and each of their heirs, executors, administrators or assigns, covenant and agree to and with the undersigned, and its assigns, as to such property described in such conveyance as follows:

SECTION 1. General Provisions: COUNCIL GOLF AND COUNTRY CLUB, INC., the "Grantor" hereby declares that there is to be established in a general plan for the development, improvement, maintenance and protection of the real property embraced in the amended plat of the Council Golf and Country Club Subdivision referred to herein as the "Plat", and the Grantor does hereby establish the Protective Restrictions and Covenants hereinafter called "Restrictions", as set forth in Sections 1 through 16, both inclusive hereof. The Protective Restrictions and Covenants shall attach to and shall pass with the real property hereinabove conveyed to the Grantee, and shall bind all persons who may at any time hereinafter and from time to time own or claim any right, title or interest in and to said real property,

and the successors in title and interest to said real property, whether acquired through voluntary act or through operation of law.

The "Grantor" wherever used herein shall refer to the COUNCIL GOLF AND COUNTRY CLUB, INC., an Idaho Corporation, to whom the right of the Grantor as set forth in these Protective Restrictive Covenants shall be specifically transferred.

The term "Grantee" wherever used herein shall refer to any person, corporation or association who hereafter shall assert or claim any right, title, claim or interest in and to the said real property whether as successors in title or otherwise, and whether voluntary or by operation of law.

Should the Grantee violate or attempt to violate any of the provisions of these Restrictions, Grantor, or any other person or persons owning any real property embraced in the plat, at its or their option, shall have full power and authority to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of the said Restrictions, and either to prevent him or them from so doing or to recover damages sustained by reason of such violation.

Invalidation of any provisions, sentence, or paragraph contained in these restrictions by judgment or court order shall in no wise affect or invalidate any of the other provisions, but the same shall be and remain in full force and effect.

SECTION 2. Building Restrictions: A building site shall consist of at least one of the lots provided Grantor reserves the right to adjust the lines and size of lots so long as

it is permitted by the applicable county or city zoning ordinance.

No building or structure shall be constructed, maintained or permitted upon real property except upon a building site as hereinabove defined, nor shall there be any building or structure on a building site except a single detached dwelling house and associated improvements to be occupied by no more than one (1) family and costing not less than \$18,000.00, based upon cost levels prevailing on the date hereof and the workmanship and materials substantially the same as can be procured on the date hereof, and containing a floor area in accordance with the provisions of Section 2 hereof, which shall have not less than (a) for a one story or a story and one-half (split level) house, 1,200 square feet of ground floor area, and (b) for a two story house 1,000 square feet of ground floor area and substantially the same on the second floor. Each of the square footage requirements being exclusive of garage, open entries, porches and terraces.

As appurtenant to any dwelling house, a private garage, garden house, servants' quarters, conservatory or structure for the housing of small animals, architecturally in harmony therewith and of permanent construction may be erected within the building limits hereinafter set forth.

SECTION 3. Building Limits: Unless otherwise specifically approved in writing by the Grantor, no dwelling house or garage or any part thereof, or any structure (including retaining walls and fences) shall be placed nearer to the front or street

line of the building site on which it is located than 75 feet, or (excluding fences nearer to the rear line of said site than 50 feet, each distance respectively measured at the closest point of said structure to said front or street line, side line, side street line, or rear line.

The Grantor reserves the right to vary any setback distance side yard line or rear yard upon a request by a Grantee and approval given only in writing by the Grantor and, in the Grantor's discretion, such Grantee requesting variance may be required to obtain and deliver to Grantor the written consent of each property owner on either side of the site.

Where it is architecturally possible, it is recommended that all garages be incorporated in and made a part of the dwelling house. Each building site shall have not less than 400 square feet of concrete or paving sufficient for off-street parking of two cars and shall provide an area protecting garbage and trash cans from view from the street, which area shall be within the building site.

SECTION 4. Approval of Plans by Grantor: Plans of all buildings to be erected on any building sites embraced in the plat must be submitted to architectural committee, hereinafter called "Committee", which shall exercise the rights herein. Complete plans and specifications of all proposed buildings and structures, together with a detailed plan showing proposed location on the particular building site, shall be submitted to the Committee before construction or alteration is started and such construction or alteration shall not be commenced

until written approval thereof is given by the Committee.

Grantee agrees that the actions of the Committee, in and for Grantor shall be wholly discretionary with said Committee, which discretion shall be binding upon Grantee whether exercised or not, and said Committee shall not be deemed to have a duty to act in any particular instance. If said Committee does not approve or discharge said plans and specifications within thirty (30) days after the same have been submitted to it, such approval will not be required and the provisions of this section will be deemed to have been fully complied with.

As to all improvements, construction and alterations upon building sites, the Committee shall have the right to refuse to approve any design, plan, floor area or color for such improvements, construction or alterations, which is not suitable or desirable, in its opinion, for any reason, aesthetic or otherwise, and in so passing upon such design, the Committee shall have the privilege in its discretion to take into consideration the suitability of the proposed building or other structure, and the materials of which it is to be built and the exterior color scheme, to the site upon which it is proposed to be erected, the harmony thereof with the surroundings, and the effect of the building or other structure or alterations therein as planned on the outlook of the adjacent or neighboring property, and the effect or impairment that said structure will have on the view of surrounding building sites, and any and all other factors which, in the Committee's opinion, shall affect the desirability of such proposed structure, improvements or alterations. Actual construction shall comply substantially

with the plans and specifications as so approved.

Said Committee shall be composed of FERD MULLER and STELLA MULLER, husband and wife, CHARLES R. WHITTAKER and E. HELEN WHITTAKER, husband and wife and RICHARD EDGECOMB and CLAUDIA EDGECOMB, husband and wife and their successors, which Committee shall in the future be appointed in the manner provided by a lot owners association to be found within a reasonable time after the commencing of the selling of lots and shall serve for the association and on the conditions as the Grantor shall designate. Grantee specifically agrees with Grantor, in consideration of all the provisions of these restrictions and the grant made shall incur no liability for any omission or act by any of said above named parties under Section 4 of these restrictions. In the event of death or resignation of a member, the remaining members shall have full authority to act, and may appoint a replacement.

SECTION 5. Prosecution of Construction Work: The construction of the dwelling house and structures shall be prosecuted diligently, continuously and without delays from time of commencement thereof until such dwelling house and structure are fully completed and painted, unless prevented by causes beyond the control of the Grantee and only for such time that that cause continues.

SECTION 6. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding, shall be used on any lot at any time, except during construction when a trailer house may be kept upon the premises for no longer than six (6) months with the approval of

the committee.

SECTION 7. Refuse Disposal, Storage of Materials: No machinery, appliance or structure or unsightly material may be stored upon the real property, nor shall trash, garbage, ashes or other refuse be thrown, dumped, burned or otherwise disposed of upon the real property. No building material of any kind shall be placed or stored upon a building site until the Grantee is ready and able to commence construction, and then such materials shall be placed within the property line of the building site upon which the structure is to be erected. The Grantor shall have the right to enter upon any vacant building site for the purpose of burning or removing weeds, brush, growth or refuse, at Grantee's cost.

SECTION 8. Restrictions Against Use Detrimental to Neighborhood: No part of any building site shall be used or occupied, so as to have any injurious affect upon the use, occupancy or value of any adjacent premises for the usual and customary purpose as established by the manner of use in the general area. As to whether any use of occupancy violates the above provisions, Grantor may make such determination based upon any reason, aesthetic, or otherwise, including failure to maintain the premises, that any activity or use violates this provision. In addition to the enforcement provisions of Section 1 hereof, which is a further condition of the grants made, that Grantor, upon a determination of violation of this paragraph, upon sixty days' notice in writing to the owner and occupant of the premises involved, may at its option, within six months and if said violation is not corrected, repurchase said premises

from the original Grantee or subsequent Grantee at the fair market value thereof by tendering said price, less the balance due on any mortgage, which mortgage Grantor agrees to assume, and in which event, upon said tender or payment of said purchase price to the then said owner of the premises Grantee shall make, execute and deliver to the Grantee a deed reconveying to said Grantor the said premises, which execution and delivery may be specifically enforced by court action. This covenant shall attach to and pass with all property in said plat and be binding upon all persons who may from time to time own or claim any right, title or interest in and to any of said property.

SECTION 9. Noxious Use of Property: Spite Fences: No portion of the real property or of a building site shall be used for the conduct of any trade or business or the conduct of any business or professional activities; and no noxious or undesirable act, or undesirable use of any portion of the real property shall be permitted or maintained. The determination of the Grantor that any activity or use is undesirable or noxious shall be conclusive upon all parties.

SECTION 10. Billboards, Signs: No signs or billboards of any kind or for any use shall be erected, painted or displayed upon any of the real property. The names of resident owners of building sites may be displayed on a name and address plaque or sign if approval thereof is first obtained from the Grantor. The Grantor reserves the right to display signs during the period the Grantor or his authorized agent is selling building sites.



SECTION 11. Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept PROVIDED THAT THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY commercial purpose; dogs shall not be allowed to run free, shall be quieted from barking, and no such allowed animal and structure for its keep as are not a nuisance to the neighborhood shall be maintained in front of the front building line.

SECTION 12. Term of Restrictions: These restrictions shall run with the land described herein and shall be binding upon the parties hereto and all successors in title or interest to said real property or any part thereof, until January 1, 1981, at which time said restrictions shall be automatically extended for successive periods of five (5) years unless the owner or owners of the legal title to not less than two-thirds of the platted residence tracts or platted lots, by an instrument or instruments in writing, duly signed and acknowledged by them, shall then terminate or amend said restrictions, and such termination or amendment shall become effective upon the office of the Recorder of Adams County, Idaho. Such instrument or instruments shall contain proper references by volume and page numbers to the record of the plats and the record of this deed in which these Protective Restrictions and Covenants are set forth, and all amendments thereof.

SECTION 13. Golf Course Boundary Fence: Where any building site as herein defined shall for any distance along its front lot line border on the COUNCIL GOLF and COUNTRY CLUB, INC., with its associated facilities, which is located in and among the subdivision, such lots shall be subject to the following

additional restrictions, obligations and rights.

(a) No structure, building or garage shall be constructed within 75 feet of such front lot line, except that a fence not higher than 5 feet at its highest point may be constructed along such front building site line and bordering on the golf course, providing that it is in good taste as to color and construction, and is not surfaced or topped with any abrasive, cutting or spearlike surface or protective devices. The outside of such fence facing the golf course shall be of a conservative color or design.

(b) Grantor, for and on its own behalf, hereby reserve the right, subject to the conditions hereinafter set forth, and wholly in its discretion, to both grant to the COUNCIL GOLF and COUNTRY CLUB, INC., or its successors, and revoke the right to users of such golf club between the hours of 9:00 a.m. and 6:00 p.m. to enter the front portion of any lot bordering on said golf course, and the front 75 feet thereof for the purpose of retrieving balls. This right shall not be exercised by any user of the golf club upon any premises adjacent there to unless an instrument has been properly recorded with the Adams County Recorder, and any such right so granted, by the same type of instrument, may be revoked without notice and wholly within the discretion of said Grantor. Neither any Grantee hereunder nor other persons shall have any right, title, interest or power to enforce such right which may be granted as hereinabove specified, it being the intention hereof that the Grantor withholds said privilege as it deems best.

(d) The COUNCIL GOLF and COUNTRY CLUB, INC., or its successors, require, if the right to enter the yards for

retrieving balls is given as herein provided, the Grantee to construct gates or other devices for entering through or over front lot line walls or fences.

SECTION 14. Water and Sewage Systems: Because the subdivision is located outside of the corporate limits of the city of Council each individual will be responsible for their own water and sewage system, except as hereinafter provided, and all such systems must comply with the laws of the State of Idaho and the regulations of the Department of Public Health of the State of Idaho.

Grantor will furnish an easement upon its land adjacent to the subdivision and will on such land construct a leach field or fields for the use of the individuals but the cost of attaching into the sewer line leading into such field will be the responsibility of each individual lot owner.

SECTION 15. Construction Required: The Grantor for itself, its licensees and assigns, does hereby reserve all right, title and interest in, and full power to vacate and relocate by instrument filed of record on platted land in Grantor name, a right of way and easement for installation, maintenance and operation of utilities of any type and drainage and all incidents and appurtenances thereof, over, on and across the above described real property as shown on the plat or reserved in any deed of Grantors, together with all rights of ingress and egress necessary for the full and complete use, occupation and enjoyment of the easement hereby reserved, and all rights and privileges incident thereto, including the right from time to time to cut, trim and remove trees, brush, overhanging

branches and other obstructions which may injure or interfere with the use, occupation or enjoyment of the reserved easement and the operation, maintenance and repair of the electrical or telephone system. Grantor hereby notifies Grantee that in the future Grantor may desire to relocate any street or alley as long as the Grantor owns each of the parcels which are adjacent to the street, both vacated and relocated on the new and old right of way and provides an adequate roadway in place of any vacated. Provided, nevertheless, vacations and relocations of easements rights of way and streets allowed hereunder shall be made in accordance with the minimum standards of the State of Idaho, Adams County, and Council, Idaho laws, ordinances and regulations thereunder in relation to platting in effect at the time of the construction of improvements and subject to the statutory discretionary powers of the Adams County Commissioners. This provision shall not be deemed to include any provisions of statute giving any Grantee hereunder the right to object to such variances, relocations, vacations and dedications, and such rights of protest are transferred to the Grantor hereunder.

Where any restrictions, easement or dedication herein varies from the requirements of the subdivision or other ordinances of the city or county having jurisdiction and the requirements of the city or county ordinances relating to subdivision are more restrictive, said more restrictive requirements shall be deemed to be a part hereof as if set forth herein as part of these restrictive covenants. This limitation shall apply in particular to locations, public easements and ways where

the same are particularly required by such ordinances but not set forth herein.

SECTION 16. Roads: Grantor will furnish access for ingress and egress to the subdivision and will maintain such access until the roads have been accepted for maintenance by the Adams County Commissioners.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto subscribed by its President and its corporate seal to be affixed by its Secretary the day of April, 1976.

COUNCIL GOLF AND COUNTRY CLUB, INC.

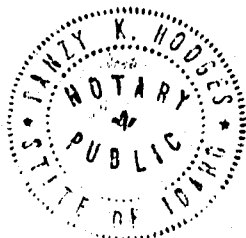
By Ferd Muller  
President

Attest: James S. Hodges  
Secretary

STATE OF IDAHO )  
County of Valley ) ss.  
)

On this day of April, 1976, before me a Notary Public in and for the State of Idaho, personally appeared FERD MULLER and RICHARD EDGECOMB known to me to be the President and Secretary of the Corporation that executed this instrument, or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



Stanley K. Hodges  
Notary Public for Idaho  
Residing at Cascade, Idaho

INSTRUMENT NO. 54597

RESTRICTIVE COVENANTS

Council Golf & Country Club

to

Public

STATE OF IDAHO  
COUNTY OF ADAMS

I hereby certify that this instrument was filed for record at request of

Council Golf & Country Club

at 00 minutes 5

o'clock P. M. this 29th

day of April 1976

in my office and is recorded

in Book 8 M of

Miscellaneous page

423

Esther Stover

Recorder

By Marlene Stover

Deputy

Fee \$ 13.00



AMENDED RESTRICTIVE COVENANTSfirst recorded29th day of April 1976 Book 8 M of misc.Page 423 Adams County, Idaho

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Ferd Muller, of Council, Adams County, state of Idaho, does hereby certify and declare that all the lands embraced in the amended Council Mountain Golf Course Subdivision PLAT and any conveyance describing any lot, parcel or plot therein by reference to any number or designation on said plat of said subdivision shall be subject to the restrictions, covenants and conditions hereinafter expressed and that by the acceptance of any such conveyance the grantee grantees herein, their and each of their heirs, executors, administrators or assigns, covenant and agree to and with the undersigned, and its assigns, as to such property described in such conveyance as follows:/.

**SECTION 1.** General provisions: Council Golf and Country Club and "Grantor" hereby declares that there is to be established in a general plan for the development, improvement, maintenance and protection of the real property embrace in the amended plat of the Council Golf and Country Club referred to herein as the "Plat", and the Grantor does hereby establish the *Protective Restrictions and Covenants hereinafter called "Restrictions"*, as set forth in Sections 1 through 16, both inclusive hereof. The Protective Restrictions and Covenants shall attach to and shall pass with the real property hereinabove conveyed to the Grantee, and shall bind all persons who may at any time hereinafter and from time to time own or claim any right, title or interest in and to said real property, and the successors in title and interest to said real property, whether acquired through voluntary act or through operation of law.

The "Grantor" wherever used herein shall refer to the Council Golf and Country Club, to whom the right of the Grantor as set forth in these Protective Restrictive Covenants shall be specially transferred.

The term "Grantee" wherever used herein shall refer to any person, corporation or association who hereafter shall assert or claim any right, title, claim or interest in and to the said real property whether as successors in title or otherwise, and whether voluntary or by operation of law.

Should the Grantee violate or attempt to violate any of the provisions of these Restrictions, Grantor, or any other person or persons owning any real property embraced in the plat, at its or their option, shall have full power and authority to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of the said Restrictions, and either to prevent him or them from so doing or to recover damages sustained by reason of such violation.

Invalidation of any provisions, sentence, or paragraph contained in these restrictions by judgment or court order shall in no wise affect or invalidate any of the other provisions, but the same shall be and remain in full force and effect.

**SECTION 2.** Building Restrictions: A building site shall consist of at least one of the lots provided Grantor reserves the right to adjust the lines and size of the lots so long as permitted by the applicable county or city zoning ordinances.

No building or structure shall be constructed, maintained or permitted upon real property except upon a building site as hereinabove defined, nor shall there be any building site here in above defined, nor shall there be any building or structure on a building site except a single unattached dwelling house and associated improvements to be occupied by no more than one (1) family and containing a total area in accordance with the provisions of Section 2 hereof, which shall have not less than (a) for a one story or a story and one-half (split-level) house, 1,000 square feet of ground floor area, and (b) for a two story house 1,000 square feet ground floor area and substantially the same on the second floor. Each of the square footage requirements being exclusive of garage, open entries, porches and terraces.

As appurtenant to any dwelling house, a private garage, garden house, servants' quarters, conservatory or structure for the housing of small animals, architecturally in harmony therewith and of permanent construction may be erected with the building limits hereinafter set forth.



**SECTION 3. Building Limits:** Unless otherwise specifically approved in writing by the Grantor, no dwelling house or garage or any part thereof, or any structure (including retaining walls and fences) shall be placed nearer to the front or street line of the building site on which it is located 50 feet, or (excluding fences nearer to the rear line of said site 50 feet, each distance respectively measured at the closest point of said structure to said front or street line, 20 ft. from the side line.

The Grantor reserves the right to vary any setback distance side yard line or rear yard upon a request by a Grantee and approval given only in writing by the Grantor and, in the Grantor's discretion, such Grantee requesting variance may be required to obtain and deliver to Grantor the written consent of each property owner on either side of the site.

Where it is architecturally possible, it is recommended that all garages be incorporated in and make a part of the dwelling house. Each building site shall have not less than 400 square feet of concrete or paving sufficient for off-street parking of two cars and shall provide an area protecting garbage and trash cans from view from the street, which area shall be within the building site.

**SECTION 4. Approval of plans by Grantor :** Plans of all buildings to be erected on any building site embraced in the plat must be submitted to architectural committee, hereinafter called "Committee", which shall exercise the rights herein. Complete plans and specifications of all proposed buildings and structures, together with a detailed plan showing proposed location on the particular building site, shall be submitted to the Committee before construction or alteration is started and such construction or alteration shall not be commenced until written approval thereof is given by the Committee.

Grantee agrees that the actions of the Committee, in and for Grantor shall be wholly discretionary with said Committee, which decisions shall be binding upon Grantee whether exercised or not, and said Committee shall not be deemed to have a duty to act in any particular instance. If said Committee does not approve or discharge said plans and specifications with thirty (30) days after the same have been submitted to it, such approval will not be required and the provisions of this section will be deemed to have been fully complied with.

As to all improvements, construction and alterations upon building sites, the Committee shall have the right to refuse to approve any design, plan, floor area or color for such improvements, construction or alterations, which is not suitable or desirable, in its opinion, for any reason, aesthetic or otherwise, and in so passing upon such design, the Committee shall have the privilege in its discretion to take into consideration the suitability of the proposed building or other structure, and the materials of which it is to be built and the exterior color scheme, to the site upon which it is proposed to be erected, the harmony thereof with the surroundings and the effect of the building or other structure or alterations therein as planned on the outlook of the adjacent or neighboring property, and the effect or impairment that said structure will have on the view of surrounding building sites, and any and all other factors which, in the Committee's opinion, shall affect the desirability of such proposed structure, improvement or alterations. Actual construction shall comply substantially with the plans and specifications as so approved.

Said Committee shall be composed of Ferd and Margaret Muller, Husband and Wife, Darrel and Dorothy Morris, Husband and Wife, and Jeff and Sherrie Muller, Husband and Wife and their successors, which Committee shall in the future be appointed in the manner provided by a lot owners association to be found within a reasonable time after the commencing of the selling of lots and shall incur no liability for any omission or act by any of said above named parties under Section 4 of these restrictions. In the event of death or resignation of a member, the remaining members shall have full authority to act, and may appoint a replacement.

**SECTION 5. Prosecution of Construction Work:** The construction of the dwelling house and structures shall be prosecuted diligently, continuously and without delays from time of commencement thereof until such dwelling house and structure are fully completed and painted, unless prevented by causes beyond the control of the Grantee and only for such time that that cause continues.

**SECTION 6. Temporary Structures:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding, shall be used on any lot at any time, except during construction when a trailer house may be kept upon the premises for no longer Than six (6) months with approval of the Committee.

**SECTION 7. Refuse Disposal, Storage of Materials:** No machinery, appliance or structure or unsightly material may be stored upon the real property, nor shall trash garbage, ashes, or there refuse be thrown, dumped, burned or otherwise dispose of upon the real property. No building material of any kind shall be placed or stored on a building site until the Grantee is ready and able to commence construction, and such material s shall be placed within the property line where the structure is to be erected. The Grantor has the right to enter upon any vacant building site for the purpose of of burning or removing weeds, brush, growth or refuse, at Grantee's cost.

**SECTION 8. Restrictions Against Use Detrimental to Neighborhood:** No part of any building site shall be used or occupied, so as to have any injurious affect upon the use, occupancy or value of any adjacent premises for the usual and customary purpose as established by the manner of use in the general area. As to whether any use of occupancy violates the above provisions, Grantor may make such determination based upon any reason aesthetic, or otherwise, including failure to maintain the premises, that any activity or use violates this provision In addition to the enforcement provisions of Section 1 hereof, which is a further condition of the grants made, that Grantor, upon a termination of violation of this paragraph upon sixty days notice in writing to the owner and occupant of the premises involved, may at its option, within six months and if said violation is not corrected, repurchase said premises f from the original Grantee or subsequent Grantee at the fair market value thereof by tendering said price, less the balance due on any mortgage, which mortgage Grantor agrees to assume, and in which event, upon said tender or payment of said purchase price to the then said owner of the premises Grantee shall make, execute and deliver to the Grantee a deed reconveying to said Grantor the said premises, which execution and delivery to the Grantee a deed reconveying to said Grantor the said premises, and delivery may be enforced by court action. This covenant shall attach to and pass with all property in said plat and be binding upon all persons who may from time to time own or claim any right, title or interest in and to any of said property.

**SECTION 9. Noxious Use of Property: Spite fences:** No portion of the real property or of a building site shall be used for the conduct of any trade or business or the conduct of any business or professional activities; and no noxious or undesirable act, or undesirable use of any portion of the real property shall be permitted or maintained. The determination of the Grantor that any activity or use is undesirable or noxious shall be conclusive upon all parties.

**SECTION 10. Billboards, Signs:** No signs or billboards of any kind or for any use shall be erected, painted or displayed upon any of the real property. The names of resident owners of building sites may be displayed on a name and address plaque sign if approval thereof is first obtained from the Grantor. The Grantor reserves the right to display during the period the Grantor or his authorized agent is selling building sites.