

Protective Covenants and Restrictions

1. All numbered homesites or building tracts in this subdivision shall be known and used as single residential homesites. No tract shall be subdivided into smaller tracts for the purpose of additional residences. Only one residence may be built or placed on any tract.
2. No residence building with less than 1,000 sq. feet of first floor space, in the case of a one story structure or less than 800 sq. feet of first floor space, in the case of a one and one-half or two story structure, shall be erected or placed on any foundation. The exterior shall be covered with drop siding, wood, cement, stone, rock or brick. No concrete or circular block houses are permitted. No asphalt base exterior siding or asbestos siding is permitted. Roof shall be covered with wood composition or asphalt shingles, or approved. Built-up roll roofing is not permitted. Frame exterior shall be stained, varnished, or painted with two coats of approved lead or oil paint. Any building shall be fully completed within a period of one year from the time of beginning, must be of conventional design, and in harmony with the neighborhood. All construction must be performed in a workman like manner and follow standard carpentry practices. No used lumber to be used except by written permission of the subdivider.
3. Any building shall be placed back of building set back which is fifty (50) on the within plot (porches and bay windows excepted) and no nearer than five (5) feet of any side of line. No fence shall be erected any nearer to the road than the set-back line unless same shall be a hedge or shrub not to exceed four (4) feet in height. No garden may be planted any nearer to the road than the set back line.
4. No outbuildings of any kind shall be erected.
5. No trailer, cabin, or shack is permitted on this land nor is any basement, garage or other outbuilding at any time to be used as a temporary or permanent residence.
6. Until such time as a public water supply and sanitary sewer system are available, each dwelling erected in this subdivision shall have a well and a private sewage disposal system, the location and construction of which shall be approved by the proper health authorities. No outside toilets prohibited.
7. No noxious or offensive trade shall be carried on upon this land, nor shall anything be done there on which may be or become any annoyance or nuisance to the neighborhood. No business is prohibited.
8. No sod, earth, sand, gravel, stone or tree shall be removed from any tract, to be sold or to the injury of the value or appearance of the tract.
9. No unused building material, junk, rubbish, or trash shall be left exposed on any tract, except during actual building operations.
10. No worn out or discarded automobiles, machinery or vehicles or parts thereof shall be stored on any tract. In addition and no portion thereof shall be used for automobile junk piles or the storage of any kind of junk or waste material.
11. No poultry, pigs, cows, or goats may be kept on any tract.
12. The premises must be kept neat and clean, the buildings well painted and weeds and underbrush must be kept under control at all times.
13. The seller reserves the right to enter said premises for the purpose of cutting grass, removing any debris or filling in or for any purpose to improve the appearance of said premises as it may seem necessary in the opinion of the seller until the land is conveyed in fee simple.
14. The privilege and easement is hereby reserved to the seller, his heirs, representatives, and assigns to erect light and telephone poles and suitable equipment for any other utilities and to lay water mains on or in the rear five (5) feet, or as shown on each tract herein plotted.
15. These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them until February 1979. At which time said covenants shall be automatically extended for successive periods of ten (10) years. At any time, these covenants may be amended by written consent of sixty (60) percent of the then owners of the tract. Each owner having one vote for each separate tract owned by him.
16. If the parties hereto, or any of them or their heirs or assigns shall violate, or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision described herein to prosecute any proceeding at law, or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them for so doing or to recover provisions which shall remain in full force and effect.
17. Invalidation of any one of the covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
18. Buildings to be erected, placed, or altered on any lot in this sub-division shall conform to the general style, color, and location on any lot or lots, but no building shall be erected, placed, or altered, on any said lot until the plans specifications, plot and grading plans have been approved in writing, by the subdivider, or his heirs or assigns, or by their designated agent. If the aforesaid subdivider or his designated agent fails to approve or disapprove such design and location within thirty (30) days after such plans have been submitted to him in writing, such permission shall not be required.
19. The above covenants and restrictions apply specifically to the tracts.